

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-S10	PAGE OF 1 135 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00164-97-R-0063	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/15/97	6. REQUISITION/PURCHASE NO. C00057064001
7. ISSUED BY CONTRACTING OFFICER, CODE 1164ED NAVSURFWARCENDIV, 300 HIGHWAY 361 CRANE, IN 47522-5011 DON DAVIS: 812-854-3709		8. ADDRESS OFFER TO (If other than Item 7) CONTRACTING OFFICER, CODE 1164 NAVSURFWARCENDIV, 300 HIGHWAY 361, BLDG. 64 CRANE, IN 47522-5011			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG. 64 until 2:00 PM local time 09/15/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME DON DAVIS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812)854-3709
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10. CALENDAR DAYS	20. CALENDAR DAYS	30. CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA

SECTION "B" - SUPPLIES/SERVICES

0001 Ordnance Professional, Technical and Management Support Services as specified in Statement of Work, Section C.

0002 Data, NOT SEPARATELY PRICED, as specified in Statement of work, Section C for basic contract and DD Form 1423, Contract Data Requirements Lists (CDRLs) for delivery orders.

FIVE-YEAR SUMMARY

Total Estimated Cost

Maximum Award Fee

Total Estimated Cost Plus Award Fee

YEAR 1

Total Estimated Cost

Maximum Award Fee

Total Estimated Cost Plus Award Fee

YEAR 2

Total Estimated Cost

Maximum Award Fee

Total Estimated Cost Plus Award Fee

YEAR 3

Total Estimated Cost

Maximum Award Fee

Total Estimated Cost Plus Award Fee

OPTION YEAR 1

Total Estimated Cost

Maximum Award Fee

Total Estimated Cost Plus Award Fee

OPTION YEAR 2

Total Estimated Cost

Maximum Award Fee

Total Estimated Cost Plus Award Fee

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer
Crane Division, Naval Surface Warfare Center
Attn: Mr. Don Davis, Code 1164ED, Bldg. 64
Crane, IN 47522-5011

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)

Delivery orders will be placed against this contract by the Government using a DD 1155 format.

Delivery orders placed under this contract will be placed by the Government no later than 1 March 2001. (May be extended if options are exercised)

SPECIAL NOTICE - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. *The effective date would be 31 March 1998.* Exceptions to this proposal include purchases made with the Government wide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at **614-692-6788** (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at **1-800-334-3414**.

NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

NOTE (OPTION)

NOTE - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

NOTE (OPTION) (NAVSEA 1992)

NOTE - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JUN 1992)

- (a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. A copy of each invoice shall be furnished to the applicable Contracting Officer's Representative identified elsewhere in the contract.
- (b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.
- (c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installations where Government transportation is available
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

ESTIMATED LEVEL OF EFFORT

Labor Category	1st <u>12 Mos</u>	2nd <u>12 Mos</u>	3rd <u>12 Mos</u>	Opt 1 <u>12 Mos</u>	Opt 2 <u>12 Mos</u>
Senior Engineer	43,307	47,638	52,401	52,401	52,401
Engineer	24,313	34,597	41,587	45,630	50,781
Junior Engineer	8,690	9,250	10,272	12,897	14,359
Data Mgmt Spec.	13,001	13,839	16,172	19,642	21,866
Computer Clerk	2,166	2,767	3,181	3,519	4,112
Tech Illustrator	1,949	2,306	2,691	3,166	3,524
Tech Writer/Editor	1,804	1,921	2,040	2,639	2,866
Sr. Eng Tech	28,171	34,597	41,583	47,318	54,889
Technician	5,633	6,919	8,318	9,499	10,575
Sr. Eng Draftsman	4,333	4,613	4,893	5,276	5,731
Eng Draftsman	15,167	17,586	22,017	25,329	28,199
Config Mgmt Spec	12,999	15,008	16,130	20,151	22,433
Sr Logistics Mgmt	28,168	33,446	38,444	45,610	50,774
Logistics Mgmt Spec	15,167	18,452	21,065	24,568	27,737
Admin Asst	15,167	17,299	20,793	25,329	28,198
Sr Procure Analyst	2,817	2,998	3,425	3,166	3,524

Program Analyst	39,254	43,179	47,497	52,247	57,472
Data Technician	28,168	34,597	44,574	48,729	54,306
Operations Research	3,460	4,613	4,924	5,922	6,592
Sr. Ops Research	6,499	6,919	7,339	9,485	10,573
Computer Specialist	30,000	33,000	36,300	36,300	36,300
Safety Eng/Tech	2,167	2,306	2,446	3,166	3,524
Environmental Protection Spec	3,460	4,614	4,925	5,572	6,592
Mathematical Stat	2,167	2,306	2,446	2,289	3,524
Research Physicist	3,460	4,614	4,925	5,250	6,431
Research Chemist	2,586	4,614	4,925	4,968	6,431
QA Specialist	<u>3,460</u>	<u>4,614</u>	<u>4,925</u>	<u>4,968</u>	<u>6,431</u>
TOTALS	347,533	408,612	470,238	525,036	580,145

Total estimated effort, including options is 2,331,564 man hours.

LEVEL OF EFFORT - DELIVERY ORDER PERFORMANCE

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery order. However, the contractor may include additional labor categories, not to exceed 40 hours, per delivery order.

Accordingly, in the performance of any delivery order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling restrictions or total maximum hours of any order, including modification thereof.

MINIMUM CONTRACT AMOUNT

The cost plus award fee indefinite quantity indefinite delivery type contract guaranteed minimum is \$1,000,000.00.

NOTE: It should be noted that work under this proposed contract is expected to be continuous. However, the Government is not responsible for covering payroll or any other cost when legitimate effort is not being performed under a delivery order. This does not alleviate the contractor from the responsibility to accept delivery orders or furnishing qualified personnel to do the proposed work.

PAYMENT OF BASE FEE

The base fee for work performed under this contract is zero (0). Award fee will be competitive. Offerors are to propose an award fee between 4% and 10%. Offerors are notified that the winning contractor will be paid a percentage of the proposed award fee based on the technical and management evaluation scores received from their performance.

PAYMENT OF AWARD FEE

The maximum award fee for work performed under the period-of-performance of this contract including option years one and two is \$_____ (M) provided that approximately 2,331,564 direct labor hours of professional, technical and management support services are employed on such work by the contractor. Is substantially less than 2,331,564 direct labor hours of said services are so employed for such work, the maximum award fee shall be proportionately reduced to reflect the reduction of work. The Government shall make payment of all or a portion of the maximum award fee every four months, at a maximum rate of \$_____ (F) per direct labor hour invoiced by the contractor. The maximum rate of \$_____ (F) per direct labor hours will be weighted on (P) by the Fee Determining Official in accordance with the award fee determination plan. Calculations are shown below:

$$\frac{M}{T} = F$$

M = Maximum Negotiated Award Fee

T = Direct Labor Hours for the Period-of-Performance Including Option Years One and Two (2,331,564)

F = Maximum Award Fee Per Direct Labor Hour

$$F \times P \times H = TF$$

P = Award Fee Evaluation Percentage Score Assigned

H = Direct Labor Hours Expended on Delivery Orders during the applicable four month award fee evaluation period.

TF = Total Award Fee Earned for Award Fee Period

MAXIMUM AWARD FEE - AWARD PERIODS

The contractor may earn and be paid all or a portion of an award fee, if any, earned by the contractor and payment thereof shall be made every four (4) months. This determination will be the result of combining the Category A and B evaluations in an overall grade for the period.

b. The Category A evaluation shall represent sixty (60) percent of the award fee evaluation percentage score.

c. The Category B evaluation shall represent forty (40) percent of the award fee evaluation percentage score.

NOTE: In no case shall the maximum award fee exceed the statutory limitation of ten (10) percent of total cost.

CATEGORY A - TECHNICAL EVALUATION

The specific goals for each Delivery Order will be stated as a part of the proposed effort and standards of performance expected and stated in the Delivery Order at the time of issue. In developing the evaluation criteria, the following major areas and evaluation elements shall be considered and relative weights established for such area.

<u>MAJOR AREAS</u>	<u>RELATIVE WEIGHT</u>	<u>EVALUATION ELEMENTS</u>
Technical Contribution	To be assigned by individual delivery order	The impact and influence that the Contractor's technical analysis, studies, investigations, recommendations, problem identification, review, etc., have in improving potential reliability and effectiveness of the systems and equipment design. The technical accuracy, objectivity, and level of engineering proficiency of these analyses, studies, and investigations and their presentation and documentation. The effectiveness of program planning and implementation. Proper assignment of the Level of personnel required to achieve the quality and depth of work specified in the Delivery Orders.
Maintaining program schedules and delivery	To be assigned by individual delivery order	Meeting milestones and delivery dates established by delivery orders
Cost Control	To be assigned by individual delivery order	Accurately estimating the costs, required to perform and complete tasks. Completed Delivery Orders met the qualitative requirements and were within the estimated cost, such that the ratio percentage (%) of Delivery Order Cost are proportional to the percentage (%) of work objectives in the basic contract.

CATEGORY B - MANAGEMENT EVALUATION

In the evaluation of the contractor's performance in the area of operations management, the following major areas, relative weights and evaluations shall apply.

<u>MAJOR AREAS</u>	<u>RELATIVE WEIGHT</u>	<u>EVALUATION ELEMENTS</u>
Effectiveness and efficiency of personnel	50%	Effectiveness in securing and retaining qualified personnel. Success in effectively controlling labor turnover.

		Establishment and maintenance of a personnel mix suitable for accomplishment of the assigned tasks, and utilization of the actual negotiated labor categories.
		Versatility of personnel in performance of interrelated tasks.
Effectiveness in meeting Delivery Schedules	30%	Effectiveness and economical prioritizing work tasks to meet Delivery Order Schedules.
		Establishment of internal records to assure proper work flow produces the stated end results within the specified time.
		Timeliness of response to requests for Delivery Order requests.
Effectiveness of cost management	20%	Degree of Control over incurred costs as evidence by comparison of estimated and actual costs.

Non-Waiver of Contract Clauses. Nothing contained in this section shall be construed to alter, modify, revise, or waive any of the provisions of the clause of this contract entitled "Inspection of Services-Cost Reimbursement" or of any other clause or provision hereof.

AWARD FEE PROCEDURES

Performance Reports. The Division's Executive Director, or his/her appointed representative shall act as the Fee Determining Official (FDO) and shall designate technical and administrative personnel to observe, examine, review, and report on the performance of the contractor under the proposed contract. Reports covering said performance shall be prepared by said personnel in a form and manner prescribed by the Project Manager.

Performance Evaluation Board. The FDO shall appoint a Performance Evaluation Board (PEB) consisting of not less than five (5) members. The Contracting Officer and the Contracting Officer's Representative shall be members of the PEB. This Board shall include a chairperson and a recorder. It shall be the purpose of the Board to review contractor performance reports, make independent investigations as deemed necessary, and make recommendations to the FDO concerning evaluation grades, the amount of award fee earned and recommended for payment, and the nature, quality and extent of documentation to be furnished the contractor concerning his performance. The PEB, in arriving at its recommendations, shall consider not only the contract costs associated with exceptional or substandard performances by the contractor, but also the estimate of related benefits or costs accruing to the Government.

AWARD FEE PROCEDURES

The PEB shall meet every four (4) months, review all Category A grades and performance reports for work performed during that period, and assigned a Category B performance grade. Direct labor hours expended on delivery orders during the applicable four month award fee evaluation period will be used to determine the award fee pool. The PEB shall prepare a preliminary report of grades assigned and award fee earned. The PEB will advise the contractor of the Category A grades and afford him 15 days in which to submit written comments concerning the preliminary report. The contractor will be provided copies of category A grades and associated reports for each delivery order as category A grades are unique to each delivery order. Similarly, the contractor shall be advised of the substance of the report with respect to the Category B evaluation and be afforded a like opportunity for commenting thereon.

Upon approval of the PEB report by the FDO, the report will be submitted together with necessary funding, to the Contracting Officer at which time a contract modification shall be made for payment of award fee. The PEB report shall be incorporated into the contract by reference.

ESTABLISHMENT OF AWARD FEE

The determination as to any amount of award fee to be granted the contractor shall be made by the FDO as soon as feasible after the end of each award fee period.

The decision of the FDO with respect to entitlement to award fee, or the amount thereof, shall be final and shall not be subject to the "Disputes" clause of this contract.

It is the Government's intent to make a preliminary award fee determination as soon as possible after each award fee period with a goal of approximately six weeks. The contractor is then afforded fifteen days to comment on the preliminary report. A final determination/approval of the report is expected within approximately two weeks of receiving the contractor's comments. Actual payment of award fee can be expected within five weeks of final report approval.

SECTION "C" - DESCRIPTION(S)/SPECIFICATION(S)/STATEMENT OF WORK

ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

ITEM(S) 0001 - ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair in accordance with requirements identified in the Statement of Work found herein; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefore, as authorized by the Contracting Officer.

(d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of the vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall at all times be in the employ and under the direction and control of the Contractor and shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to

believe that the man days and/or amount for the full performance of each engineering services item will be greater or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until such amount has been increased in writing by the Contracting Officer.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefor, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

ITEMS 0001 - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, decrease or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated _____ in response to NSWC Solicitation No. N00164-97-R-0063.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-33) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of; or the time required for performance of any part of the work under this contract an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software

is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)

The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS (NAVSEA) (NOV 1996)

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK
FOR

ORDNANCE NON-PERSONAL PROFESSIONAL,
TECHNICAL AND MANAGEMENT SUPPORT SERVICES

TYPE V

CRANE DIVISION
NAVAL SURFACE WARFARE CENTER
CRANE, IN

PREPARED BY: CODE 053

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1.0 SCOPE. This Statement of Work (SOW) sets forth the requirements for non-personal professional, technical and management support services in the areas of engineering and technical support services, scientific/engineering analyses and studies, test and evaluation, technical data support, field engineering, integrated logistics support, configuration management, facility engineering, environmental management support services, management support services, and data management support. These services are in support of ordnance-related operations performed in support of tasks managed by Crane Division and Crane Army Ammunition Activity.

1.1 BACKGROUND. Crane Division is a component of the Naval Surface Warfare Center, Naval Sea Systems Command (NAVSEA). The site is located in Crane, IN which is in southern Indiana approximately 70 miles southwest of Indianapolis, IN (see Figure 1). The Division provides full spectrum support to our customers with principal emphasis on excellence in those areas which the Division has leadership responsibility:

a. Conventional Ammunition Engineering. The Division provides life cycle management, engineering, technical and logistics support for all explosive-loaded ammunition (less nuclear) subject to production or maintenance processes under the cognizance of NAVSEA. The Program Manager for NAVSEA cognizant ammunition is assigned to the Crane Division.

b. Pyrotechnics. Crane Division serves as the Navy's lead research, development, test and evaluation activity for pyrotechnics. The Division serves as the Design Agent for surface and subsurface pyrotechnics, demolition items and non-lethal loads; and as the Cognizant Shore Activity and Deputy Assistant Program Manager for air-launched pyrotechnics.

c. Small Arms. Crane Division provides life cycle management, engineering, technical and logistics (including initial issue, outfitting and maintenance) support for small arms, minor caliber guns, the 25-mm gun system, machine guns, mounts, grenade launchers, flame weapons and small arms ammunition. Night vision devices are not included in the scope of work.

d. Gun & Gun Fire Control Systems. Crane Division provides engineering, technical and maintenance support for combat gun and gun fire control systems, subsystems, equipment and components.

e. Surface Missile Systems (SMS) Launchers. Crane Division provides engineering, technical and maintenance support for SMS launchers and components including the MK 46 decoy launcher.

f. Rocket Motor Casings. Crane Division manufactures rocket motor casings and warheads for assigned weapons.

g. Management & Distribution of Drawings. Crane Division is assigned responsibility for managing the Naval Engineering Drawing Support Activity. The Division provides storage, maintenance, reproduction and distribution of ordnance system drawings and technical data.

h. Physical Security. Crane Division manages the engineering and management information systems functions in support of the Physical Security Program.

i. Environmental Management. In support of the above and other work performed by the Division, Crane Division provides management, technical and engineering services in support of the Division's environmental protection, industrial health, and recycling/reclamation of solid waste and hazardous materials programs.

j. Facilities Management. In support of the above and other work performed by the Division, Crane Division provides management, technical and engineering services in support of the Division's facility management system.

k. Crane Army Ammunition Activity. Co-located at the Crane, IN site is the Crane Army Ammunition Activity (CAAA). CAAA provides for the production and storage of Navy conventional ammunition.

1.2 QUALITY ASSURANCE. The Government will monitor the Contractor's contract work performance under this SOW by requiring progress reports, conducting on-site inspections and inspecting contract deliverables for compliance to delivery order requirements.

1.3 CONTRACTOR AND GOVERNMENT MEETINGS. As determined by the Contracting Officer, the Contractor's representative(s) may be required to meet with the Contracting Officer and the Contracting Officer's Technical Representative (Cor) on a periodic basis. The Government's written minutes of these meetings shall be signed by the Contractor's representative, Contracting Officer and Cor. The Contractor shall state any areas of non-concurrence in writing to the Contracting Officer within ten working days after receipt of the signed minutes.

1.4 ALTERNATE FACILITY PLAN. As Crane Division, Crane, IN continues new military construction, existing facilities may become available requiring contractor to relocate on-site at Crane Division, Crane, IN. The fact that space availability continues to increase at Crane Division, Crane, IN a short term/buy-out/sublease/ etc., should be evaluated for the contractor facility to aid in relocation.

1.5 CONTRACTOR PERSONNEL REQUIREMENTS. Contractor personnel requirements as specified in this contract are delineated by labor classification and location. Personnel requirements at the various locations may fluctuate depending upon the requirements of the tasks assigned by delivery order.

1.5.1 Program Management. Contractor shall provide plan for Program Management, Contract Management and Operational Management of all tasks. In addition, contractor shall develop, implement, and maintain a standardized method of tracking and reporting technical and financial information concerning the progress and status of each delivery order issued under this contract. As a minimum, the following elements shall be addressed in the Contractor's reports:

- a. Description of the progress made against milestones on current delivery orders.
- b. Problem areas affecting technical or scheduling elements with background and any recommendations for solutions.
- c. Results, positive or negative, obtained relating to previously identified problem areas with conclusions and recommendations for resolution and future avoidance.

1.5.2 Other Personnel Requirements. The Contractor shall furnish all qualified personnel at the Contractor's liaison facility, at the Contractor's satellite office, at Government facilities, and at other locations to accomplish the work requirements specified in the SOW. Specific Contractor personnel requirements for each of the various locations may fluctuate depending upon the tasks assigned by individual delivery orders.

1.5.3 Control Of Contractor Personnel. The Contractor shall comply with Crane Division security regulations NAVWPNSUPPCENINST 5510.24 and NAVWPNSUPPCENINST 5530.5. All persons

engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2 and NAVWPNSUPPCENINST 5370.3. Prior to the contract start date, the Contractor shall furnish the Contracting Officer with a list of Contractor employees who will be located at the liaison facility. The employee list shall contain full names, security clearance levels, social security numbers, job titles and original birth certificates. This list shall be updated within forty-eight hours after changes occur.

1.5.3.1 Identification Badges. Contractor identification badges shall be issued by the Government to Contractor personnel to be located at the liaison facility. The identification badge shall be visible at all times while employees are on Crane Division property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor personnel are returned to the Crane Division Security Department within forty-eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, or upon request by the Contracting Officer.

1.5.3.2 Investigations. Contractor personnel located on Government facilities shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

1.5.3.3 Government Observations. Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. However, these personnel may not interfere with Contractor performance.

1.5.3.4 Security. The Contractor shall educate and brief contractor employees concerning the handling and production of classified material and documents, and other security measures as described in this SOW and in DOD-D-5220.22M, OPNAVINST 5239.1, NAVWPNSUPPCENINST 5510.24 and NAVWPNSUPPCENINST 5530.5.

1.5.3.5 Disclosure Of Information. Contractor employees shall not discuss or disclose any information provided them in the work they process to parties other than the originator of the document, contractor employees also assigned to perform work on the delivery order, or authorized Government investigative personnel.

1.5.3.6 Security Clearances. The Contractor shall conform to the provisions of DOD-D-5220.22M and shall provide for obtaining SECRET security clearances for Contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a "need-to-know" shall be given application for security clearances. Visit requests will be provided to Crane Division Security Department on all employees requiring access to classified information.

1.6 CONTRACTOR LIAISON FACILITY. The Contractor, at Contractor's expense, shall be required to provide a liaison facility located at Crane Division, Crane, IN. The liaison facility shall meet or exceed the requirements delineated in the following paragraphs of this SOW as determined by the Contracting Officer.

1.6.1 Facility Location. The location of the liaison facility will be determined, and necessary approvals obtained, by Government installation officials in accordance with the NAVWPNSUPPCEN Installation Master Plan and other appropriate and mandated regulations. The facility will be sited on relatively flat areas within approximately one-hundred feet of all required utilities.

1.6.2 Facility Requirements. The Contractor's liaison facility shall not exceed 2000 square feet of interior floor space.

1.6.3 Site Preparation. The Contractor shall provide all necessary site preparation work including minor grading, removal of a minimal number of trees, and foundation and other concrete work deemed necessary and/or desirable by the Contractor.

1.6.4 Facility Construction. The facility provided by the Contractor shall be in conformance with the Uniform Building Code, the National Plumbing Code, and the National Fire Protection Association (NFPA) Codes including the National Electrical Code and the Life Safety Code. The facility shall be constructed to meet MIL-HDBK-1008 fire protection standards, and have a flame spread rating of Class A or B. The facility shall have a smoke propagation rating not to exceed 450. A certificate from the Contractor stating that these fire codes will be met or exceeded shall be furnished to the Contracting Officer prior to construction of the facility. The facility may be of modular design provided that all requirements stated in paragraphs 1.6.2 and 1.6.4 through 1.6.4.4 are adequately met. The facility shall provide for handicap accessibility in accordance with the requirements of ANSI A117.1.

1.6.4.1 Facility Heating And Cooling. The facility shall be furnished with a central heating and cooling system coupled with a distribution system. This system shall be a high efficiency design unit (91-96% efficiency) and shall use gas fired heating equipment with electrical/natural gas or electrical/propane fuel source.

1.6.4.2 Facility Insulation. The facility shall have an insulation rating of at least R-19 in the ceiling and R-8 in exterior walls. Both shall have a Class A fire rating.

1.6.4.3 Facility Colors. The colors of exterior finishes for the facility shall be in conformance with the installation Base Exterior Architecture Plan (BEAP) and consist of two basic earth tone colors, parchment and desert tan.

1.6.4.4 Automatic Fire Reporting System. The facility shall be equipped with an approved detection and reporting system in accordance with NFPA 72E (Installation of Detectors) and NFPA 72B (Signaling Systems). The system shall detect and report incidence of fire and/or smoke to the Crane Division Security Department (Fire Protection Branch) to implement rescue, fire fighting or other emergency action.

1.6.5 Facility Services And Utilities. For the Contractor's liaison facility to be located at Crane Division, Crane, IN, the Government will make reasonable amounts of utilities available to the Contractor from existing outlets and supplies. Unless otherwise provided in the contract, the amount of each utility service consumed by the Contractor shall be charged to, and paid by, the Contractor at the prevailing rates charged to the Government. Where the utility is produced by the Government, the Contractor shall pay for the utility service at reasonable rates determined by the Contracting Officer. The Contractor shall furnish all facility equipment, supplies and services required to meet the terms of this SOW not otherwise specifically provided by the Government.

1.6.5.1 Utility Installation. The Contractor, at Contractor's expense and in a workmanlike

manner satisfactory to the Contracting Officer, shall install and maintain all necessary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Upon completion/termination of this contract, and at the option of the Government, the Contractor shall remove all connections, distribution lines, meters and associated paraphernalia at no cost to the Government.

1.6.5.2 Telephone Service. Telephone facilities at Crane Division, Crane, IN are Government-owned, maintained and operated. Since telephone service is not available through a commercial source, the Division Telephone Officer is authorized to provide unofficial telephone service on a reimbursable basis. Unofficial service includes long distance service but does not include access to FTS2000, WATS or AUTOVON. The Government will provide the Contractor access to the telephone utilities required to operate and maintain the Contractor's liaison facility at Crane Division, Crane, IN upon completion and approval of an application for service (this may be a part of the facilities plan) and receipt of an initial deposit (refundable) of \$75.00 for each telephone line assigned. Division employees will provide and maintain all lines and Government-owned equipment, and will provide installation and equipment up to demarkation point of line assignment. The Contractor shall be responsible for completion of "hook-up" from demarkation point to the structure and the installation and maintenance of any associated wiring, whether internal or external, after completion of "hook-up" by the Government. A monthly service rate of \$19.26 for each line will be billed in addition to long distance calls, directory assistance charges and tax. This billing will be forwarded on a monthly basis and must be paid no later than the last day of the month billed. Uncollected accounts are subject to disconnection if unpaid 30 days. If disconnection should occur, a reconnect fee of \$25.00 (non-refundable) must be paid before service can be restored.

1.6.5.3 Grounds Maintenance. The Contractor shall maintain the grounds surrounding the liaison facility to assure neatness and upkeep. The lawns shall be kept mowed regularly to maintain a neat and well kept appearance.

1.6.6 Facility Determination Of Ownership. Upon completion or termination of this contract, the Contractor shall remove all facilities and appurtenances thereto, and shall restore site to same or better condition than existed prior to construction. The Contractor shall retain ownership of removed connections, furnishings not provided by the Government and the liaison facility. The Contractor shall assume the cost for removal of the facility and restoration of the property upon completion or termination of this contract. The Contractor's reasonable facility removal cost and reasonable property restoration cost will be chargeable against this contract in accordance with the Contractor's approved accounting system practices.

1.7 CONTRACTOR SATELLITE FACILITY. The Contractor shall establish, staff and maintain a satellite facility for the performance of the majority of work requirements specified in this contract. The Contractor's satellite facility shall be located within proximity of the Crane Division sites, such that Government personnel at Crane Division sites and Contractor personnel at the Contractor's satellite facility can commute to each other's place of business and be able to conduct meaningful business during the core working hours of 0730 to 1500. (This requires that the satellite facility be physically located within 120 miles of the Crane Division site.)

1.8 ON-SITE CONTRACTOR REQUIREMENTS. The Contractor shall abide by applicable Government regulations and instructions while on Government facilities. The following requirements shall be applicable to contractor personnel performing work at Government facilities and at the Contractor's liaison facility.

1.8.1 Safety Requirements. The Contractor shall ensure that all work will be conducted in a safe manner and comply with Government requirements stated in 29 CFR Part 1910.1200, OPNAVINST 5102.1, NAVWPNSUPPCENINST 5100.22 and NAVWPNSUPPCENINST 11320.2. The Contractor shall provide his personnel with protective clothing and safety equipment, if needed. If the Contractor fails to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The facility utilized by the Contractor will be subject to a yearly Navy Occupational Safety and Health (NAVOSH) compliance inspection as a part of the NAVOSH program. The inspection shall be limited to facility deficiencies and shall not include Contractor operating deficiencies.

1.8.2 Work Area Cleanliness. The Contractor shall be responsible for the orderliness and cleanliness of all areas being used for office and storage. The space shall be clean and neat and free from fire hazards, unsanitary conditions and safety hazards.

1.8.3 Accident Reporting. The Contractor shall maintain an accurate record of and shall report all accidents to the Cor and/or the Crane Division Security Department as prescribed by OPNAVINST 5102.1.

1.8.4 Damage Reporting. The Contractor shall maintain an accurate record of and shall report to the Cor all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1 and NAVWPNSUPPCENINST 4730.4.

1.8.5 Smoking Regulations. Smoking on Crane Division, Crane, IN premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

1.8.6 Coffee Messes. The establishment and upkeep of coffee messes must have individual authorization and approval in accordance with NAVWPNSUPPCENINST 6200.1.

1.8.7 Conservation Of Utilities. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating, while on the facility, to the requirements set forth in NAVWPNSUPPCENINST 11300.1.

1.8.7.1 Lights. Lighting shall be used only in areas where and when work is actually being performed.

1.8.7.2 Controls. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by contractor employees in any Government facility.

1.8.7.3 Water. Water faucets, spigots or valves shall be turned off after the required usage has been accomplished.

1.9 PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all Government property provided for contractor use in accordance with DOD 5220.22M, NAVWPNSUPPCENINST 5510.24 and NAVWPNSUPPCENINST 5530.5. At the close of each work day, Government facilities, equipment and materials shall be secured.

1.10 AUTOMATIC DATA PROCESSING (ADP) MEDIA SECURITY LABELS. All ADP media shall be affixed with the following applicable Standard Form (SF) labels pertaining to national security information: TOP SECRET Label (SF 706), SECRET Label (SF 707), CONFIDENTIAL Label (SF 708), CLASSIFIED Label (SF 709), UNCLASSIFIED Label (SF 710) or DATA DESCRIPTOR Label (SF 711). These nonremovable security classification and control labels shall be affixed in a manner that will not adversely affect the operation of the medium or the equipment on which they

are used. They shall be placed on the upper left corner of floppy disks so they are conspicuous when inserted into sleeves and disk boxes. The labels shall also be utilized to mark containers used for storage of all kinds of ADP media, including hard disks that contain information.

1.11 HOURS OF OPERATION. The following hours of operation shall apply to the Contractor's on-site personnel and the Contractor's liaison facility personnel.

1.11.1 Normal Hours, On-Site. The Contractor shall be permitted to utilize a flexitime schedule for his employees working on Crane Division, Crane, IN. A flexitime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by delivery order.

1.11.2 Closed Days. All closed days, when designated by the Commander or the United States Government, are associated with holidays or inclement weather. The Contractor shall not be required to work on Crane Division, Crane, IN during designated closed days, except in the case of emergency.

1.11.2.1 Inclement Weather. When Crane Division, Crane, IN is closed by the Commander because of inclement weather conditions (NAVWPNSUPPCENINST 11210.1), notification of the closing will be broadcast over local radio stations.

1.11.2.2 Holidays. There will be days each year when Crane Division is closed by the Commander in conjunction with a holiday. These closed days will be published at the beginning of each new year.

1.12 TRAVEL REQUIREMENTS. The Contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS. Trip duration will normally not exceed five working days plus the required transit time. It is estimated that no more than 10 percent of the Contractor's annual workhours charged against this contract will be needed for travel.

1.12.1 Travel Authorization. Any travel undertaken by the Contractor for performance of delivery orders must have prior authorization by the Contracting Officer or Cor.

1.12.2 Need-To-Know Certification. When required to obtain access to a Government facility, ship, aircraft or other duty station, the Contractor shall initiate requests for Need-to-Know certification and submit these requests to the Cor for appropriate action.

1.12.3 Boarding Authorization. The Cor shall provide boarding authorization to Contractor personnel required to perform work on any United States Navy vessel or aircraft, from the Commanding Officer prior to entering the ship or aircraft.

1.13 SOFTWARE COMPATIBILITY. Data processing equipment, operating system software and applications software packages used in the performance of this contract or produced as a result of this contract shall be compatible with the applications software used at Crane Division, Crane, IN. Such equipment and software shall be compatible with Intel-based personal computer (PC) systems architecture and operating systems unless contract requirements dictate otherwise. Compatibility with the latest versions of the following application software packages is required:

WordPerfect	Microsoft Windows NT
Microsoft Word	Microsoft Windows 3.1
Microsoft Windows 95	Lotus 1-2-3
OS/2	dBase and Visual dBase
Microsoft Exchange	Harvard Graphics
Lotus Notes	Freelance Graphics
Lotus cc:Mail	PageMaker
Novell Groupwise	EasyFlow
Microsoft Visual Basic	Watchdog
Microsoft Visual C++	Novell Netware/Internetwork
Microsoft SQL Server	Microsoft Project
Microsoft Visual Sourcesafe	Microsoft Excel
FormFlow	Microsoft PowerPoint
QVTnet	Microsoft Access
Adobe Acrobat	Microsoft FoxPro and Visual FoxPro

The extent of compatibility with Government owned equipment and software cannot be specifically identified. Compatibility requirements will be specified in delivery orders. Compatibility with the following listing of Government owned Computer Aided Design (CAD) equipment and software is required:

ComputerVision/CADDS
 CADKEY
 Autocad
 Hewlett Packard CAD Systems
 Intergraph Interpro Series 2000 and 6000

1.14 DEFINITIONS. The following definitions apply for the types of support required by this SOW.

1.14.1 Availability. A measure of system readiness defined as the ratio of system uptime to system uptime plus downtime:

$$A_o = \frac{\text{UPTIME}}{\text{UPTIME} + \text{DOWNTIME}}$$

1.14.2 Built In Test/Built In Test Equipment (BIT/BITE). Test capability or equipment built into a system or built as an integral part of the system to perform organizational level diagnostics.

1.14.3 Compatible. The interchangeability of data files, i.e., the Government will be able to "read" (on Government equipment) the Contractor's data files.

1.14.4 Configuration. The functional and physical characteristics of material as described in technical documents and achieved in a product.

1.14.5 Configuration Audit. The Government-conducted verification of an item for compliance with the contract requirements and for consistency with the item's current configuration identification. Also, the Government's check of the effectiveness of the configuration control and status accounting functions.

1.14.6 Configuration Management. The engineering management procedures that include the following elements:

Configuration identification
Configuration control
Configuration status accounting
Configuration audits
Technical reviews

1.14.7 Configuration Status Accounting. The reporting and recording of the information that is needed to manage configuration effectively, including a listing of the approved configuration identification, the status of proposed changes to configuration and the implementation status of approved changes.

1.14.8 Contracting Officer's Representative (COR). An individual appointed in the contract who functions as the technical representative of the Procuring Contracting Office (PCO) in the administration of a specific contract. COR duties may include assuring quality; providing technical direction with respect to the specification or SOW; monitoring the progress, effectiveness and quality of Contractor performance; or assisting the PCO, the Contract Administration Officer (CAO) or the Ordering Officer in areas where technical expertise is required. The COR's specific duties will be identified in the contract administration plan.

1.14.9 Drawing. An engineering document that discloses by means of pictorial or textual presentations, or combinations of both, the physical and functional end product requirements of an item or process.

1.14.10 Engineering Change Proposal (ECP). A proposed engineering change that affects the current configuration identification or contract specifications.

1.14.11 Field. A term used to indicate deployed equipment/systems regardless of physical location, i.e. A Field Change Notice.

1.14.12 Integrated Logistics Support (ILS). A disciplined, unified and iterative approach to the management and technical activities necessary to integrate support considerations into system and equipment design; develop support requirements that are related consistently to readiness objectives, design and each other; acquire the required support; and provide the required support during the operating and support phase at minimum cost.

1.14.13 Mean Time Between Failure (MTBF). The total number of equipment operating hours divided by the number of failures. It is the expected average time between failures of a repairable system.

1.14.14 On-Site. A physical location typically on Government property, but which can also be a commercial facility where Government operations are being performed.

1.14.15 Ordnance. Explosive devices and/or the supporting equipment, systems, facilities, or vehicles required to test, produce, deliver or detonate said devices, including pyrotechnic devices.

1.14.16 Project/Program. Terms used synonymously at Crane Division to denote a specific organizational structure established to accomplish an assigned task within constraints resulting from manpower resources, funding, schedule, supportability and that is directly responsible to a System Command or Program Director for its performance.

1.14.17 Prototypes. The first of a class or a series. Any unit, round, fixture or equipment or group of equipment useful as ordnance or in the processing of ordnance. This

definition is not limited to one (1) item but is of sufficient quantity to prove the Contractor's engineering design concepts and confirm product/process specifications.

1.14.18 Provisioning. The process of determining the range (which items) and depth (quantity of each) of material required to support and maintain an end item for an initial period of service.

1.14.19 Specification. A document intended primarily for use in the acquisition process which clearly and accurately describes the functional and/or physical requirements for items, materials and/or services including the procedures by which it will be determined that the contract requirements have been met.

1.14.20 Statement of Work (SOW). A document by which all non-specification requirements for contractor efforts must be established and defined either directly or with the use of specific cited documents.

1.14.21 Supply Support. All functions and management actions necessary for determining requirements for acquiring, cataloging, packaging, preserving, receiving, storing, transferring, issuing and disposing of spares, repair parts, bulk materials, consumables, clothing, food and fuel.

1.14.22 Technical Data Package. A technical description of an item adequate for supporting an acquisition strategy, production, engineering and logistics support. The description defines the required design configuration and procedures required to ensure adequacy of item performance. It consists of all applicable technical data such as drawings and associated lists, specifications, standards, performance requirements, quality assurance provisions, and packaging details.

1.15 ACRONYMS. The following is a list of acronyms used in this SOW:

ACRN	Accounting Classification Reference Number
ADP	Automated Data Processing
AEL	Allowance Equipment List
AFP	Approval for Full Production
AIS	Automated Information Systems
ANSI	American National Standards Institute
APL	Allowance Parts List
ARR	Allowance Requirements Register
BEAP	Base Exterior Architecture Plan
BFR	Basic Facility Requirements
BIT/BITE	Built In Test/Built In Test Equipment
CAAA	Crane Army Ammunition Activity
CAD/CAM	Computer Aided Design/Computer Aided Manufacturing
CALS	Computer-Aided Acquisition and Logistics Support
CAO	Contract Administration Officer
CDR	Critical Design Review
CDRL	Contract Data Requirements List
CDROM	Compact Disk Read Only Memory
CFR	Code of Federal Regulations
CI	Configuration Item
CM	Configuration Management
Cor	Contracting Officer's Representative
DCAA	Defense Contract Audit Agency
DCN	Design Change Notice

DOD	Department of Defense
DSARC	Defense Systems Acquisition Review Council
ECP	Engineering Change Proposal
EDMICS	Engineering Data Management Information and Control System
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EMP	Electromagnetic Pulse
FMECA	Failure Modes and Effects Criticality Analysis
FCA	Functional Configuration Audit
FQR	Formal Qualification Review
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
HDBK	Handbook
HM	Hazardous Material
HW	Hazardous Waste
IAC	Indiana Administrative Code
ILS	Integrated Logistics Support
ILSMT	Integrated Logistic Support Management Team
ILSP	Integrated Logistics Support Plan
ISIL	Interim Support Items List
LCM	Life Cycle Management
LLTIL	Long Lead Time Items List
LORA	Level Of Repair Analysis
LRG	Logistic Review Group
LSA	Logistic Support Analysis
LSAR	Logistic Support Analysis Record
MSDOS	Microsoft Disk Operating System
MSDS	Material Safety Data Sheet
MTBF	Mean Time Between Failure
NAR	Notice of Ammunition Reclassification
NAVFAC	Naval Facility
NAVOSH	Navy Occupational Safety and Health
NAVSEA	Naval Sea Systems Command
NDI	Non-Developmental Item
NFPA	National Fire Protection Association
OA	Operational Availability
ODC	Other Direct Cost
OLSS	Operational Logistics Support Summaries
OPEVAL	Operational Evaluation
OPNAV	Office of the Chief of Naval Operations
OSHA	Occupational Safety and Health Administration
PAT&E	Production Acceptance Test and Evaluation Plan
PC	Personal Computer
PCA	Physical Configuration Audit
PCO	Procuring Contracting Officer
PDR	Preliminary Design Review
PMS	Planned Maintenance System
PPL	Provisioning Parts List
PRR	Production Requirements Review
PSD	Program Support Data
PTD	Provisioning Technical Data
RIL	Repairable Items List

SARA	Superfund Amendment and Reauthorization Act
SDR	System Design Review
SF	Standard Form
SM&R	Source, Maintenance, and Recoverability
SMS	Surface Missile Systems
SOW	Statement Of Work
SQL	Structured Query Language
SRR	System Requirements Review
SSP	Strategic Systems Project
STD	Standard
TD	Technical Directive
TECHEVAL	Technical Evaluation
TEMP	Test and Evaluation Master Plan
TRR	Test Readiness Review
UST	Underground Storage Tank
WBS	Work Breakdown Structure

2.0 APPLICABLE DOCUMENTS. The following documents of the revision or issue in effect at the date of delivery order or as otherwise specified by the delivery order form a part of this statement of work to the extent described herein. In the event of conflict between the documents referenced herein and the contents of this Statement of Work, the contents of this Statement of Work shall prevail.

2.1 SPECIFICATIONS

MIL-Q-9858A	Quality Program Requirements
MIL-M-9868D(2)	Microfilming of Engineering Documents, 35mm, Requirements for
MIL-STD-2039	Field Changes and Field Change Kits; General Specifications for
MIL-I-45208A(1)	Inspection System Requirements
MIL-STD-46855	Human Engineering Requirements for Military Systems, Equipment, and Facilities
MIL-D-81992B	Directives, Technical: Preparation of
MIL-STD-961	Specifications, Types, and Forms

2.2 STANDARDS

DOD-STD-100D	Engineering Drawing Practices
MIL-STD-129M	Marking for Shipment and Storage
MIL-STD-461D	Electromagnetic Emission and Susceptibility Requirements For The Control of Electromagnetic Interference
MIL-STD-462CND	Electromagnetic Interference Characteristics, Measurement of
IEEEC63.14	Definitions and System of Units, Electromagnetic Interference Technology
MIL-STD-469A	Radar Engineering Design Requirements
MIL-STD-470B	Electromagnetic Compatibility Maintainability Program Requirements (For Systems and Equipment)
MIL-STD-471A	Maintainability Demonstration
DOD-STD-973	Configuration Control - Engineering

MIL-STD-973	Changes, Deviations and Waivers Configuration Status Accounting Data Elements and Related Features
MIL-STD-973	Configuration Management Practices for Systems, Equipment, Munitions, and Computer Programs
MIL-STD-961	Specification Practices
MIL-STD-781D	Reliability Tests Exponential Distribution
MIL-STD-785B, NOTICE 2	Reliability Program for Systems and Equipment Development and Production
MIL-STD-881B	Work Breakdown Structures for Defense Material Items
MIL-STD-882C, Notice 1	System Safety Program Requirements
MIL-STD-1379C	Military Training Programs
MIL-STD-1388-1A Notice 4	Logistics Support Analysis
MIL-STD-1388-2B,	DOD Requirements for a Logistic Support Analysis Record
MIL-STD-1390D	Level of Repair
MIL-STD-1456A Notice 1	Configuration Management Plans
MIL-STD-1472D Notice 3	Human Engineering Design Criteria for Military Systems, Equipment and Facilities
MIL-STD-973	Technical Reviews and Audits for Systems, Equipments, and Computer Software
MIL-STD-1561B	Provisioning Procedures, Uniform DoD
MIL-M-24784/9	Technical & Maintenance Overhaul & Repair Standards, Preparation of
MIL-STD-1629A Notice 2	Procedures for Performing a Failure Mode Effects and Criticality Analysis
DOD-STD-1700 Notice 1	Data Management Program
MIL-STD-1815A-1983	ADA Guidelines
DOD-STD-2101	Classification of Characteristics
MIL-T-24742(SH)	Technical Repair Standards - Electronic (2Z/4G/6G/7Z/7G Repairables)

2.3 OTHER PUBLICATIONS AND REGULATIONS

SSP1 7720-4B	Reporting Requirements for SSP Contracts and Cost Schedule Control Systems Criteria
CABO A117.1	Building and Facilities, Providing Accessibility and Useability for Physically Handicapped People
ANSI Y14.5M-94	Dimensioning and Tolerancing
ANSI Z39.18-1995	Scientific & Technical Reports - Organization, Preparation and Production
NAVFAC P-80	Facility Planning Factors for Naval Shore Activities

AL-082AA-LPS-080	Naval Air Systems Command Logistics System Process Specification
MIL-HDBK-217E	Reliability of Prediction of Electronic Equipment
MIL-HDBK-235-1A Parts 1 and 2	Electromagnetic (Radiated) Environmental Considerations for Design and Procurement of Electrical and Electronic Equipment, Subsystems and Systems
MIL-HDBK-237A	Electromagnetic Compatibility Management Guide for Platforms, Systems and Equipment
MIL-HDBK-245B, Int Notice 1	Preparation of Statement of Work
MIL-HDBK-259	Life Cycle Cost in Navy Acquisitions
NAVFAC P-442	Economic Analysis Handbook
MIL-HDBK-472, NOTICE 1	Maintainability Prediction
MIL-HDBK-1008B	Fire Protection for Facilities Engineering, Design, and Construction
NAVFAC 11320.22	Naval Shore Establishment Fire Protection/Prevention Program
NAVSUP Pub 506	Information Processing Standards
29 CFR 1910.1200	OSHA Hazard Communication Standard
40 CFR	Protection of the Environment
49 CFR 173.2	Forbidden Material and Packages
Title 326 IAC	Air Pollution Control Board
Title 327 IAC	Water Pollution Control Board
Title 329 IAC	Solid Waste Management Board

2.4 INSTRUCTIONS AND DIRECTIVES

AR 702-4, Change 4	Procurement Quality Assurance
OPNAVINST 1500.8M(CH 1)	Navy Training Planning Process
OPNAVINST 3000.12	Operational Availability of Equipment and Weapons Systems
NAVSEAINST 3960.2D	Test and Evaluation
NAVMATINST 3960.7A	Test & Evaluation of Ship Acquisition
NAVSEAINST 4000.6A	Data Management Program
NAVAIRINST 4000.14A, Change 1	Navy Integrated Logistic Support Plan and Operational Logistic Support Plans for Aeronautical Systems and Equipment
NAVAIRINST 4000.20A	Integrated Logistic Support Planning Policy
NAVSEAINST 4105.1	Integrated Logistics Support Policy, Responsibilities and Planning
NAVMATINST 4105.3A	Integrated Logistic Support Review and Appraisal
NAVSEAINST 4130.12A	Configuration Management Policy and Guidance
DOD-D-4151.9	DoD Technical Manual Program Management
DOD-D-4245.7	Solving the Risk Equation in Transitioning from Development to Production

OPNAVINST 4410.2	Joint Regulations Governing the Use and Application of Uniform Source Maintenance Recoverability Codes
NAVSUPINST 4420.2A	Program Support Data for Initial, Interim, and Follow On Requirements
NAVSEAINST 4570.1	Assignment of Responsibility for Management of Contractor Inventory
NAVMATINST 4720.1B	Approval for Service Use of Weapon Systems & Non-Nuclear Expendable Ordnance
NAVWPNSUPPCENINST 4730.4J	Reporting and Accounting for Gained or Lost Government Property
NAVWPNSUPPCENINST 4740.1E	Disposal Program Procedures
NAVSEAINST 4790.3B	Planned Maintenance System (PMS) Technical Feedback Reports (Report Symbol OPNAV 4790-4)
MARINE CORPS ORDER 4855.2D	Quality Program
SECNAVINST 4855.1	Quality Assurance Program
SECNAVINST 5000.1C	Major and Non-Major Acquisition Programs
DOD-D-5000.1	Major System Acquisitions
DOD-D-5000.3	Test and Evaluation
DOD-D-5000.39	Acquisition and Management of Integrated Logistic Support for Ships Systems and Equipment
NAVSEAINST 5000.39	Acquisition and Management of Integrated Logistics Support for Ships Systems and Equipment
OPNAVINST 5000.49A(CH-1)	Integrated Logistic Support in the Acquisition Process
DOD 5010.12M	Procedures for the Acquisition and Management of Data
OPNAVINST 5090.1A	Environmental and Natural Resources Protection Manual
NAVWPNSUPPCENINST 5090.1A	Environmental Pollution Control Program of NAVWPNSUPPCEN
WPNCOMBATSYSINST 5090.3	Required Environmental Training
NWSCCINST 5090.6	Hazardous Material Control & Management Program
NWSCCINST 5090.7	Control of Receipt of Materials/Items/ Munitions with Chemical Constituents of Environmental Concern
NAVWPNSUPPCENINST 5100.22	Center Occupational Safety and Health Manual
Ch 13	
OPNAVINST 5102.1C	Mishap Investigation and Reporting
DOD 5200.1-RCE-02	Information Security Program Regulation
SECNAVINST 5200.32	Management of Embedded Computer Resources in Department of the Navy Systems
DODINST 5200.28	ADP Security
DODINST 7041.3	Economic Analysis
DODINST 7740.2	Strategic Planning

DODINST 7920.2M	Preparing Life Cycle Management (LCM) Documentation
DODINST 7920.4	Baselining Existing Systems
DODINST 8020.1M	Functional Process Improvement
DODINST 8120.1	
DODINST 8120.2	Life Cycle Management Process, Milestones
DOD 5220.22M	Industrial Security Manual for Safeguarding Classified Information
SECNAVINST 5231.1C	Live Cycle Management Policy and Approval Requirements f/Information System Projects
SECNAVINST 5232.1	Quality Assurance Program for Information System Projects
SECNAVINST 5233.1B	DoN ADP Systems Documentation Standards
OPNAVINST 5239.1A, Ch 1	Department of the Navy Security Program for ADP Systems
SECNAVINST 5370.2J Ch 1	Standards of Conduct & Ethics
NAVWPNSUPPCENINST 5370.3E	Standards of Conduct and Government Ethics Ch 1
NAVAIRINST 5400.23C	Quality Assurance Program of the Naval Air Systems Command
NAVSEAINST 5400.57A	Delegation of Technical Responsibility and Authority to Engineering Agents
NAVWPNSUPPCENINST 5510.24A	Information and Personnel Security Manual
NAVWPNSUPPCENINST 5530.5A	Physical Security and Loss Prevention
NAVWPNSUPPCENINST 6200.1A	Coffee Messes
OPNAVINST 11010.1J	Policies, Responsibilities and Procedures for Facilities Planning of the Naval Shore Establishments
OPNAVINST 11010.20E	Facilities Project Manual
NAVFACINST 11010.44E Ch 1	Shore Facilities Planning Manual
NAVWPNSUPPCENINST 11210.1L	Center Operations during Inclement Weather
NAVWPNSUPPCENINST 11300.1G	Energy Conservation
NAVWPNSUPPCENINST 11320.2E	Fire Protection Manual
NAVSEA OD46574B Ch 1	Weapons And Combat Systems Quality Assurance Requirements for Shore Stations And Engineering Agents
NAVSEA OD 45519	Training Materials Development Guidelines and Production Specifications

3.0 REQUIREMENTS. Work to be performed, required data deliverables, and applicable governing documents shall be specifically described in delivery orders to be placed against the contract by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. As required by delivery order, the Contractor shall furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Property (GFP), and Government Furnished Equipment (GFE). The Contractor shall collect, analyze, assess, prepare, review, recommend, evaluate, develop, inspect, validate, and deliver data as required by delivery order. The Contractor shall prototype, prepare for modification and installation, modify, install, test, and monitor systems, subsystems, equipment and components as required by delivery order. The Contractor shall assess problems, recommend corrective actions, make repairs, and test and monitor in accordance with delivery orders. The Contractor shall provide microfilming, digital scanning, and graphic arts services as required by delivery order. The Contractor shall prepare documentation and perform software development, and maintenance training in the area of Life Cycle Management (LCM) for computer Automated Information System (AIS).

3.1 ENGINEERING AND TECHNICAL SUPPORT SERVICES. As specified by delivery order, the Contractor shall provide engineering and technical support for the design, development, test, evaluation, and engineering related logistics for the procurement, production, maintenance, disposal (life cycle management) and related services for ordnance and ordnance-related systems, subsystems, equipment and components. These tasks are: small arms; flame weapons; aircraft and shipboard gun systems, decoy flares and devices; small arms ammunition; conventional explosive loaded ammunition; pyrotechnics; chemical and demolition devices; shoulder-launched explosive ordnance; missiles; rocket warheads; and fuzes. Engineering support requires prototype design fabrication and testing, product engineering, test fixture design and prototyping, value engineering, systems integration, reverse engineering, safety and failure analysis, demilitarization/disposal engineering, repairs both at Crane Division and in other locations and other functions as described in NAVSEAINST 5400.57.

3.1.1 Quality Assurance Support. The Contractor shall provide the Quality Assurance services identified in MIL-Q-9858 for requirements and other specifications and standards as may be specified by delivery order (e.g., NAVSEA OD 46574, NAVAIRINST 5400.23, MARINE CORPS ORDER 4855.2, AR 702-4). With respect to systems, subsystems, equipment and components, these services may apply to any or all of the life cycle phases of the product. This requires the following: conceptual design phase, demonstration and validation phase, full scale engineering phase, production/deployment and operational support (new build as well as repair and refurbishment) phase, logistic support and disposal phase. Services provided by the Contractor shall be in response to a quality assurance package of requirements identified by the individual delivery order. The requirements associated with a given delivery order may relate to the product, process, procedures, personnel, plant and/or plans identified with a specific body of work. The requirements package will be derived from a list of requirements defined in the individual delivery orders.

3.1.2 Quality Assurance Analyses. The Contractor shall perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment and components as specified by delivery order and provide reports with recommendations and supporting data to the Government. These tasks require the assimilation of quality assurance data, preparation of quality assurance plans, evaluation of quality assurance data supplied by the Government, and other related tasks in accordance with MIL-Q-9858 and MIL-I-45208 and as required by delivery order. The Contractor shall also attend quality assurance program reviews on specified systems, subsystems, equipment and components; record and

report any discrepancies/problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/problems.

3.1.3 Systems Integration. As required by delivery order, the Contractor shall identify and document data to ensure system, subsystem, equipment and component compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; and review engineering change proposals for impact on systems interface in accordance with Government furnished information. The Contractor shall record all recommendations made to the Government and annotate with rationale and justification all assumptions used to arrive at the recommendations.

3.1.4 Acquisition Engineering. As required by delivery order, the Contractor shall review and prepare technical specifications in support of procurements in accordance with Government furnished information. The Contractor shall analyze design data to determine defects detracting from system, subsystem, equipment or component's capability to perform to its intended operational requirements and to satisfy all specification requirements. The Contractor shall review production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost. The Contractor shall also prepare independent cost estimates with detailed supporting schedules in accordance with MIL-HDBK-259 and perform, as specified by delivery order, production cost estimate analyses and provide the Government with justification for any recommendations made.

3.1.5 Maintenance Engineering. As specified by delivery order, the Contractor shall develop and maintain maintenance concepts tasks and criteria for all levels of maintenance; perform design reviews and test evaluations to minimize maintenance support; define tasks to be performed at all levels of maintenance; prepare or evaluate technical documentation such as repair standards, drawings, specifications, test procedures, and allowance parts lists; prepare or review maintenance facility design criteria; develop or review personnel training criteria; develop or review provisioning of parts; establishing part replacement factors and source maintenance and recoverability coding; review production engineering changes for impact on maintenance support; prepare/review installation design and physical layout for reliability and ease of maintenance; and develop or review installation standards and practices. The Contractor shall develop maintenance concepts and criteria in accordance with applicable documents identified in individual delivery orders and provide to the Government all justification for any assumptions used.

3.1.6 Reverse Engineering. As specified by delivery order, the Contractor shall perform reverse engineering on ordnance and ordnance-related systems, subsystems, equipment and components and deliver to the Government a design disclosure technical data package meeting the requirements of MIL-T-31000, DOD-STD-2101, ANSI Y14.5M, and DOD-STD-100. The Government will provide to the Contractor one or more copies each, unless stated otherwise, of the systems, subsystems, equipment and components and all available documentation. Details concerning the substitution of piece parts and requirements concerning logistic equivalency (exact reproductions) will be provided by delivery order. As required by the delivery order, the Contractor shall produce prototypes of hardware resulting from reverse engineering. Prototype quantity shall not exceed the quantity necessary for validation and will be specified by the delivery order.

3.1.7 Manufacturing Engineering and Technology Support. As required by delivery order, the Contractor shall prepare manufacturing procedures and/or processes for systems, subsystems, equipment and components. The Contractor shall perform manufacturing engineering and technology services related to the following delineated tasks:

- a. Design (manual and Computer Aided Drafting (CAD)/Computer Aided Manufacturing (CAM)) of electro-mechanical or mechanical items.
- b. Equipment and facility requirement studies and planning.
- c. Production cost estimating.
- d. Product "make-or-buy" decision making analysis.
- e. Production capability assessment studies and surveys.
- f. Production engineering.
- g. Production/process evaluation.
- h. Manufacturing process development.
- i. Development of CAD or CAD/CAM media.

3.1.8 Safety Engineering. As specified by delivery order, the Contractor shall prepare system safety program plans, tracking procedures, hazard lists, hazard analyses, safety evaluation and testing plans/procedures, reports, safety related ECPs, and other safety and hazard engineering documents. As specified by delivery order, the Contractor shall evaluate and annotate Government furnished system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans/procedures, reports, safety related ECPs, and other safety and hazard engineering documents. Evaluation shall be for compliance with MIL-STD-882 and other specified requirements. The Contractor shall recommend changes to documents to more precisely define safety objectives and facilitate their translation into functional hardware and software. The Contractor shall attend System Safety Program Reviews and monitor Hazard Tracking and Risk Resolution efforts. The Contractor shall also perform safety analyses on systems, subsystems, equipment and components and provide the Government with reports concerning their safety hazards, potential safety hazards, and possible solutions.

3.1.9 Human Engineering. As required by the delivery order, the Contractor shall evaluate and annotate Government furnished human engineering program plans, analysis reports, test plans/procedures, and other human engineering related documentation. Evaluation shall be for compliance with MIL-H-46855. The Contractor shall check engineering drawings for design compliance with MIL-STD-1472, report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor shall attend human engineering reviews and demonstrations, testing, and mockup/model reviews; record discrepancies; and formulate recommendations for resolution.

3.1.10 Demilitarization Engineering. As specified by delivery order, the Contractor shall prepare/review explosive item demilitarization plans and procedures for compliance with NAVSEAINST 4570.1 and prepare recommendations for Design Agents to incorporate safe reliable means to prepare explosive components for disposal.

3.1.11 Engineering Change Kits. As specified by delivery order, the Contractor shall develop, assemble using GFM, deliver and install Engineering Change Kits in accordance with MIL-F-17655 and MIL-D-81992. Contractor may, for example, be tasked to install kits class wide, or across families of ammunition, or in accordance with a Notice of Ammunition Reclassification (NAR) or other change directive, including rework of suspended lots or other needed modifications. Source material, special equipment, and tools may be provided to the Contractor as GFI and GFM. Note: Where MIL-F-17655 used "field change" and "field change bulletin" tailor to read "engineering change" and "engineering change order" respectively.

3.1.12 Engineering Change Proposal (ECP) Preparation. The Contractor shall prepare, review, analyze, and assess Engineering Change Proposals from documentation provided as GFI and make recommendations for Engineering Change Orders and Technical Directives with

supporting rationale. As specified by delivery order, the Contractor shall develop, prepare, validate, and deliver ECPs in accordance with MIL-STD-481 and DOD-STD-480 and shall also develop, prepare, validate, and deliver engineering change Technical Directives (TDs) per MIL-D-81992.

3.1.13 Meeting Assistance. As specified by delivery order, the Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, and program status reviews. These individuals shall prepare agendas and briefing materials, present briefings and record and distribute minutes. Action items or short term specific assignments resulting from these meetings requiring performance by the Contractor will be amended to the delivery order or tasked by a separate delivery order.

3.1.14 Design Engineering. On ordnance and ordnance-related systems, subsystems, equipment and components as specified by delivery order, the Contractor shall develop and/or fabricate engineering design and production prototypes; modify original designs; identify and/or complete design validation testing; prepare technical data packages, product assurance and safety requirements; prepare maintenance support documentation; review engineering changes, waivers and deviations for impact on design, performance, safety, and producibility; develop test equipment, tools, jigs and fixtures to support production acceptance, life cycle quality evaluation and maintenance of systems, subsystems, equipments, and components. Prototypes are defined as the first of a class or a series, any unit, round, fixture or equipment or group of equipment useful as ordnance or in the processing of ordnance. This definition is not limited to one (1) item but is of sufficient quantity to validate the design. Exact numbers may vary. Repair, change and/or modification may be required to perfect the design.

3.1.15 Design Review. The Contractor shall review and evaluate ordnance and ordnance-related system, subsystem, equipment and component designs provided as Government furnished information to establish compliance with mission and other specified requirements. This requires analyses to identify potential impacts on performance, reliability, maintainability, user interface, logistics, schedule, and cost. The Contractor shall attend design review meetings as required by the individual delivery orders. The Contractor shall provide a written evaluation of design or design changes as specified by delivery order, along with the rationale after completing the analysis.

3.1.16 Production Engineering Support and Evaluation. The Contractor shall ensure that sufficient data has been generated for systems, subsystems, equipment and component reproducibility, shall perform production related engineering tasks, and shall evaluate system, subsystem, equipment and component manufacturing proposals in accordance with specifications delineated in the delivery order. The Contractor shall evaluate and develop procedures and acceptance criteria for test and evaluation; maintenance and logistics requirements; and manufacturing processes, methods, and technologies incident to development and initial production for new systems, subsystems, equipment and components and major modification or improvement programs for existing systems, subsystems, equipment and components.

3.1.17 Manufacturing Engineering. The Contractor shall review and analyze manufacturing technologies and/or processes both in Government and in the private sector and provide a report to the Government on their application to Government system, subsystem, equipment and component acquisitions. In the event that the technologies and/or processes involve proprietary information, the Contractor will enter into a non-disclosure agreement with the manufacturer, if possible. The Contractor shall provide any assumptions made or rationale used in completing the analysis. The Contractor shall prepare manufacturing procedures and/or processes and submit to the Government as specified by delivery order.

3.2 SCIENTIFIC/ENGINEERING ANALYSES AND STUDIES. As specified by delivery order, the Contractor shall evaluate proposed engineering changes, perform feasibility studies, and investigate and resolve issues in the areas of technology application and insertion, and item performance and reliability. The Contractor shall submit findings to the Government to also include any assumptions made or rationale used in arriving at conclusions.

3.2.1 Operations Research Support. As required by delivery order, the Contractor shall construct, modify and/or perform statistical/analytical investigations of and with mathematical simulation models. This also requires aerodynamic modeling, interior and exterior ballistic modeling, missile fly-out modeling, tactics investigation through simulation, establishment of optimization techniques, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems, subsystems, equipment, components and other organizational structures. The Contractor shall perform and document requirements studies and hardware definitions, and participate, coordinate, and conduct field testing at Crane Division or any Fleet or Shore Station location worldwide as required by delivery order and in accordance with Government furnished information.

3.2.2 Engineering Investigations. As specified by delivery order, the Contractor shall perform on-site engineering investigations to evaluate item reliability, maintainability, availability, logistics support, and configuration status in accordance with applicable drawing specifications and appropriate Integrated Logistics Support Plan (ILSP) and Configuration Management (CM) plans. The Contractor shall report the results of such investigations along with recommendations and the basis for those recommendations as specified in the delivery order. The Contractor shall organize and attend on-site working sessions in the fleet to resolve problems and improve performance in the areas of maintenance and operation in order to satisfy the requirements in the delivery order.

3.2.3 Manufacturing Engineering Analyses. As specified by delivery order, the Contractor shall review and analyze fabrication technologies and/or processes in both Government and the private sector and provide a report to the Government on their usability to Government acquisitions, development, and application for Government use. The Contractor shall provide any assumptions made or rationale used in completing the analysis.

3.2.4 Engineering Analyses. The Contractor shall perform engineering analyses and studies for systems, subsystems, equipment and components development and in-service support activities as specified by delivery order. Such analyses requires: finite element modeling and analysis for vibration, shock, and thermal impacts; and mechanical modeling and simulation.

3.2.5 Field Data Analysis. As specified by delivery order, the Contractor shall perform portions of field and flight tests at test locations and field data analysis on systems, subsystems, equipment and components both at Crane Division and other locations worldwide. The Contractor shall identify existing Government sources of information, collect available maintenance data with Government assistance, analyze this data, identify trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The Contractor shall use maintenance reporting systems that are currently operational within the Government at the date of delivery order. If such systems do not meet delivery order requirements, the Contractor shall recommend changes or improvements to these systems for Government consideration.

3.2.6 Reliability. As described in the delivery order, the Contractor shall perform reliability predictions per Task 203 of MIL-STD-785, MIL-HDBK-217, and MIL-STD-781 and

submit properly completed FMECA-Maintainability Information Worksheets. The Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. The Contractor shall evaluate and annotate reliability predictions prepared by development Contractors and submit them with any supporting information to the Government. For fielded systems, subsystems, equipment and components, the Contractor shall collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability. For Non-Developmental Item (NDI) systems, subsystems, equipment and components the Contractor shall perform the same work regarding reliability although to a tailored Task 203, as specified by the delivery order.

3.2.7 Maintainability. The Contractor shall perform maintainability analyses and prepare maintainability planning documentation in accordance with MIL-STD-470, MIL-HDBK-472, and MIL-STD-471 on systems, subsystems, equipment or components as specified by delivery order. These tasks involve:

- Generation of Maintainability Program Plans
- Formulation of Maintainability Predictions
- Maintainability Analyses to include maintenance concepts, preventive maintenance studies, personnel and facility constraints identification, and evaluation of equipment troubleshooting techniques and procedures.
- Maintainability Design Criteria Studies
- Maintainability Demonstration Testing

The Contractor shall perform/attend maintainability program reviews on systems, subsystems, equipment or components as specified by delivery order, record and report any discrepancies/problems, formulate recommendations to resolve these discrepancies/problems and submit these recommendations with supporting rationale to the Government.

3.2.8 Failure Modes and Effects Analysis. As specified by the delivery order, the Contractor shall perform an independent Failure Mode, Effects, and Criticality Analysis (FMECA) on system, subsystem, equipment or component design in accordance with MIL-STD-1629, and deliver to the Government completed FMECA-Maintainability Information Worksheets. The Government will provide a complete description of the subject design, its performance requirements and access to the Government design staff.

3.2.9 Maintenance Data Analysis. As specified by the delivery order, the Contractor shall analyze the Navy's maintenance data with respect to system, subsystem, equipment or component's reliability and maintainability. Access to the maintenance data will be provided by the Government. The Contractor shall provide the results of this analysis in accordance with individual delivery order specifications and requirements and involves Mean Time Between Failure (MTBF), replaceable item failure rates, and operational availability (A_0).

3.2.10 Failure and Field Performance Analysis. The Contractor shall investigate failures of systems, subsystems, equipment and components to isolate the causative defect and recommend to the Government possible corrective actions. The Contractor shall perform an analysis of system, subsystem, equipment and component performance through an assessment of data generated during fleet maintenance, testing, or training exercises. Analyses may also be required for failures/performance at Crane Division and the shore stations and may take place at any location worldwide. The analyses to be performed by the Contractor shall be in accordance with requirements stated in the delivery order and involves system performance data, maintenance data, mishap reports, and false rejection data. The Contractor shall

perform Technical Feedback Reports in accordance with NAVSEAINST 4790.3, as specified by the delivery order.

3.2.11 TEMPEST Analysis. The Contractor shall provide engineering analysis for systems, subsystems, equipment and components for TEMPEST considerations. These TEMPEST investigations require preparation of TEMPEST control plans, evaluations, testing, certification reports, and TEMPEST reports as specified by delivery order.

3.2.12 Electromagnetic Analysis. The Contractor shall perform and document engineering analyses, studies, and testing concerning the areas of electromagnetic interference (EMI), electromagnetic compatibility (EMC), electromagnetic pulse (EMP) penetration and hardening protection support for systems, subsystems, equipment and components in accordance with MIL-HDBK-235-1, MIL-HDBK 237, MIL-STD-461, MIL-STD-462, MIL-STD-463, MIL-STD-469 and as specified by delivery order. The Contractor shall provide reports to the Government with supporting rationale for any assumptions made during the preparation of these reports. Engineering investigations in this area will require analyses on the following additional topics and items:

- a. Mechanical and electronic packaging technology.
- b. Mechanical and thermal modeling.
- c. Item packaging and mounting technologies.
- d. Component design and integration.
- e. System, subsystem, equipment and component testing (electronic and mechanical).
- f. EMC Control Plan.
- g. EMC Test Plan/Test Report.

3.2.13 Environmental Impact Statements. For systems, subsystems, equipment, components and facilities specified by delivery order, the Contractor shall prepare or review environmental impact statements and assessments. The Contractor shall provide written reports on findings with assumptions made and recommendations.

3.2.14 Mathematical Simulation. As specified by delivery order, the Contractor shall make new as well as utilize existing simulations, or modify existing simulations, of missile, gun, terminal effects, directed energy and other types of weapon systems. The simulations shall include specific countermeasures employed against these systems when required by the delivery order. The weapon systems may be either foreign or domestic. The Contractor shall provide computer code, documentation and analysis services as required in the delivery order.

3.2.15 Chemical Analysis. The Contractor shall plan, execute, analyze, interpret and report the results of investigations on energetic compositions as directed by delivery order. This involves thermodynamics, energy transfer phenomena, solid-state mechanisms, molecular dynamics, kinetics, spectroscopy of energetic reactions, molecular synthesis, environmental studies and metallurgical analysis.

3.2.16 Physics Analysis. The Contractor shall plan, execute, analyze, interpret and report the results of investigations on missile seeker performance, kinetics, atmospheric optics, smoke modeling, radiation transfer, light scattering, electro-optics and geometrical and physical optics.

3.2.17 Production Engineering Analysis. The Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production,

costs, and quality assurance. The Contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and make recommendations. The Contractor shall provide a report in accordance with the requirements which includes justification for all recommendations.

3.3 TEST AND EVALUATION. The Contractor shall test and evaluate systems, subsystems, equipment and components as specified by delivery order both locally and at other test sites and locations. As specified by delivery order, the Contractor may be required to provide test sites and equipment along with testing services including, but not limited to, ranges and equipment for testing a variety of small arms ammunition. Tasks required are: routine repair and testing; in-line repair and testing; preparing inputs for test plans; reviewing test plans and procedures; conducting or monitoring system, subsystem, equipment or component testing; adjusting units under test; analyzing test results; determining valid recommendations and conclusions based on test data; and preparing formal reports. Any equipment repair required to keep the test and evaluation process operating is part of this tasking as defined by individual delivery orders. As specified by delivery order, the Contractor shall submit evaluations along with the rationale for these evaluations to the Government.

3.3.1 Test Plans and Procedures. As specified by delivery order, the Contractor shall develop system, subsystem, equipment and component test plans from program requirements and information provided by the Government. Such test plans may require:

Test and Evaluation Master Plans (TEMP)	DOD-D-5000.3
TECHnical EVALuation (TECHEVAL) plans	NAVSEAINST 3960.2
OPERational EVALuation (OPEVAL) plans	NAVMATINST 3960.7
System Qualification and First Article Qualification Test Plans	As Specified by Delivery Order
Production Acceptance Test and Evaluation Plans (PAT&E)	As Specified by Delivery Order

The Contractor shall evaluate and annotate test plans originated by other agencies/contractors provided as Government furnished information. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control system, subsystem, equipment and component quality and performance, and for ease of implementation, in accordance with detailed requirements specified by delivery order. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made. The Contractor shall also develop detailed test procedures implementing test plan requirements in areas that require environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, explosive component procedures, mechanical and hydraulic procedures, and thermal procedures.

3.3.2 Test Data Review. As specified by delivery order, the Contractor shall review and analyze system, subsystem, equipment or component test data and perform pre-test methodology analyses in the following categories:

Development tests and evaluations (experimental, engineering, and demonstrations)
 Operational tests and evaluations (TECHEVAL and OPEVAL)
 Production acceptance tests and evaluations (qualification, production acceptance, and factory and Government acceptance)
 Other testing

The Contractor shall formulate recommendations, with justification, to correct any system, subsystem, equipment and component performance, quality, maintenance, or mission impacting problems. The Contractor shall recommend improvements to design, configuration, materials, construction, or other criteria as indicated by delivery order resulting from the test data reviews and deliver those recommendations along with justification for those recommendations to the Government.

3.3.3 Test Monitoring. As specified by delivery order, the Contractor shall attend tests performed at test sites both Government and private to review the appropriate test requirements and procedures, monitor the test being conducted, and evaluate the test results. Monitoring may require use of high speed cameras, infrared radiation measuring devices and other highly sophisticated tracking and measuring equipment. Particular attention shall be paid to ensure that test procedures are approved and followed, and that discrepancies occurring during tests are documented and corrected in accordance with approved test plans and resolved in accordance with specified requirements. The Contractor is authorized to make recommendations only; acceptance and signing of acceptance documents are limited to the Government.

3.4 TECHNICAL DATA SUPPORT. The Contractor shall develop engineering technical data packages, review such packages (furnished as GFI) for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale and upon approval by the Government incorporate those changes into the technical data package. The Contractor shall evaluate these changes for their immediate or potential impact upon the data package. Delivered data packages shall meet the requirements as specified by the delivery order.

3.4.1 Engineering Drawing Maintenance. The Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of DOD-STD-100, DOD-STD-2101, MIL-T-31000 and ANSI Y14.5M for systems, subsystems, equipment, components and facilities as specified by delivery order. The Government will provide as GFI change descriptions and drawing originals and sketches of draft versions of the drawings. Delivery orders will specify the required format of the drawings: CAD-2, AutoCAD, ComputerVision, Computer-Aided Acquisition and Logistics Support (CALs) and Engineering Data Management Information and Control System (EDMICS) compatibility. Prior to delivering completed drawing packages, the Contractor shall inspect each new or modified drawing to ensure compliance with DOD-STD-100. Existing drawings which satisfy the contractually specified MIL-T-31000 type, but which are not in compliance with DOD-STD-100 drawing practices, shall not be redrawn solely to meet the requirements of DOD-STD-100 unless otherwise specified to do so by delivery order.

3.4.2 Producibility Data Reviews. The Contractor shall review and annotate technical data packages for associated product reproducibility in accordance with DOD-D-4245.7. The Contractor shall examine the data packages for compliance with part specifications, dimensioning and tolerances, manufacturing processes, quality assurance procedures (including tests and inspections), proprietary parts or processes, and drawing practices as specified by delivery order.

3.4.3 Data Package Preparation. The Contractor shall prepare a data package to meet the requirements of MIL-T-31000, production drawings, utilizing Government furnished draft versions of existing drawings or MIL-T-31000, developmental design drawings to be upgraded. The Contractor shall review Government furnished developmental design drawings and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with DOD-STD-100, DOD-STD-2101, and ANSI Y14.5M. The contractor shall recommend specifications, performance thresholds, suitable military specification (MIL-SPEC) components in the Navy supply system, methods of testing, cleaning, inspection, and

packaging to facilitate completion of the product drawings technical data package to meet the specifications of the delivery order and provide the Government with their rationale for making such recommendations. If deemed necessary by the Government, the associated equipment will be supplied to the Contractor to enable him to complete the task to requirements specified in the delivery order. Before acceptance by the Government, the technical data package shall meet the criteria developed as defined in paragraph 3.4.7 of this SOW or as specified by delivery order.

3.4.4 Technical Manuals. The Contractor shall prepare or modify technical manuals for systems, subsystems, equipment or components to conform with the requirements of DOD-D-4151.9 or as otherwise specified in delivery orders. The Contractor shall prepare and deliver technical manuals to the Government in a camera-ready, digital format, or other format as specified in the delivery order.

3.4.5 Specifications. As specified by the delivery order, the Contractor shall prepare specifications for systems, subsystems, equipment and components in accordance with the requirements of MIL-S-83490, DOD-STD-2101, MIL-STD-490 and other specified requirements.

3.4.6 Associated Documentation. The Contractor shall prepare, utilizing Government furnished information, various technical documentation to support systems and programs managed by Crane Division. This documentation involves systems, subsystems, equipment and component user guides, application notes, installation drawings and checkout procedures, and technical bulletins. The Contractor shall ascertain that the resulting documentation ensures accuracy and faithfulness to the source technical information. The source material originally provided to the Contractor by the Government may not be in the proper format as that desired for the final product specified by the delivery order.

3.4.7 Inspection and Acceptance Criteria Development. The Contractor shall, as specified by delivery order, prepare and deliver a plan with inspection procedures and acceptance criteria for technical data package inspections to meet the applicable provisions of MIL-T-31000 and MIL-STD-490, and provide the Government with supporting rationale for each inspection and acceptance element.

3.4.8 Procurement Specification Review. The Contractor shall review top level specifications prepared for system, subsystem, equipment and component procurements to ensure compliance with MIL-S-83490, DOD-STD-2101, MIL-STD-490, and any other requirements as specified by delivery order. The Contractor shall study and analyze the Government's operational requirements for such a system, subsystem, equipment or component and compare those requirements with requirements documented in the specifications delineated above and in the delivery order in accordance with appropriate security clearances. Any differences (omissions or inclusions) shall be submitted as a report to the Government. Assumptions and/or rationale supporting this report shall be included.

3.4.9 Inspection of Engineering Drawings. As specified by delivery order, the Contractor shall review engineering data packages describing configuration items acquired by the Government. The Contractor shall provide the requisite engineering (both design and production), logistics support analysis, and drafting expertise to review these data packages in order to determine their acceptability to the Government. This determination of acceptability by the Contractor shall assess the accuracy and adequacy of the data package, its compliance with specified requirements, its suitability for the purpose of the classification specified by the Government, and that it meets the requirements of the specified classification of MIL-T-31000, DOD-STD-2101, DOD-STD-100, and ANSI Y14.5M. The Contractor, as specified by the delivery order, shall take into consideration the equipment life-cycle cost, mission, contract requirements, and other data provided as GFI in

conducting the review. The Contractor shall identify and document any aspects of the data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above or as otherwise listed by the delivery order.

3.4.10 Proposal Evaluation. The Contractor shall review the technical sections of proposals submitted to the Government in accordance with requirements set forth in individual delivery orders and provide recommendations and the justification for those recommendations to the Government.

3.4.11 Technical Repair Standards. The Contractor shall prepare, analyze, assess, and document technical repair standards for systems, subsystems, equipment and components as delineated in individual delivery orders. The Contractor shall provide these technical repair standards in accordance with MIL-STD-2111, MIL-STD-1604, or as otherwise specified in delivery orders. The Contractor shall provide justification and assumptions made for any recommendations submitted to the Government for analyses and assessments of technical repair standards undertaken by the Contractor.

3.4.12 Document Review. The Contractor shall review and analyze the Contract Data Requirements List (CDRL) items delivered by Government Contractors. The Contractor shall provide analyses and written recommendations, with supporting evidence for these recommendations, regarding Government acceptance of these deliverables, taking into consideration requirements provided as Government furnished information. The Contractor may be required to accomplish this review and evaluation at the vendor's facility and prepare all documentation in accordance with specifications set forth in individual delivery orders.

3.5 FIELD ENGINEERING. The Contractor shall perform field engineering tasks at Crane Division locations, and Fleet and shore locations worldwide related to installing, troubleshooting and maintaining deployed equipment repair kits, new items and components in accordance with applicable operational specifications as specified in the delivery order.

3.5.1 On-Site Alterations of Deployed Equipment. As specified in the delivery order, the Contractor shall perform site inspections and annotate class or model drawings accordingly in preparation for alteration, change, upgrade, or retrofit of systems, subsystems, equipment or components to ensure compliance with its operational specifications. The Contractor shall perform and/or attend the first alterations or special equipment installations, to proof the field change and field change kit, to ensure that these changes are in accordance with their designed specifications and operational requirements and provide the Government with their recommendations and basis for such recommendations for any possible improvements and corrections.

3.5.2 Field Repair. As specified by delivery order, the Contractor shall perform repair and maintenance actions on systems, subsystems, equipment or components at Crane Division locations and in the Fleet and at shore stations worldwide requiring repair beyond the skill of organizational maintenance personnel. The Contractor shall analyze the problem, report the problem by electronic communications, request approval to effect repairs, and perform the repair operation. After each such action, and as specified by the delivery order, the Contractor shall provide a report to the Government to include problem related information (repair action taken, time, date, place, equipment identification, ship or aircraft type and hull or tail number, etc.).

3.5.3 Installation of New Equipment. The Contractor shall develop and maintain a plan to perform shipboard and land based checks in accordance with installation drawings and specifications in preparation for installation of new equipment as specified by delivery order. Contractor shall perform on-site survey in preparation for new equipment

installation. The Contractor shall annotate ships class and other applicable drawings accordingly; however, these annotations will not constitute a change to the drawing content. The Contractor shall monitor and verify first system, subsystem, equipment and component installation against applicable installation control drawings and procedures and recommend changes if required. The Contractor shall review and provide recommendations on system, subsystem, equipment and component installation requirements and documentation and shall furnish the Government these recommendations with justifications.

3.6 INTEGRATED LOGISTICS SUPPORT (ILS). ILS management and technical services shall be performed by the Contractor for the system, subsystems, equipment and components specified by delivery order for each of the logistic elements as defined in DOD-D-5000.39. The Contractor shall analyze program support requirements to ensure that all requirements for ILS planning and implementation have been adequately addressed, and that planning adequately reflects known operational, design, and support requirements in accordance with current directives. The analysis shall include all areas of ILS needed for adequate assessment of Navy ILS planning, implementation, contractual obligations, and performance. ILS planning shall be in accordance with applicable Life Cycle Phase and Milestone Review requirements delineated in DOD-D-5000.39 and subordinate instructions and directives such as: OPNAVINST 5000.49 and NAVAIR Logistic System Process Specification AL-082AA-LPS-080.

3.6.1 Integrated Support Plans. As specified by the delivery order, the Contractor shall generate, implement, review, and maintain Integrated Logistics Support Plans (ILSP). ILS planning shall be in accordance with DOD-D-5000.39 and subordinate instructions and directives, NAVSEAINST 5000.39, OPNAVINST 5000.49, and NAVAIRINST 4000.20 and NAVAIRINST 4000.14 (if a NAVAIR-sponsored delivery order). As specified by the delivery order, the Contractor shall generate, implement, review, and maintain Operational Logistics Support Summaries (OLSS) in accordance with NAVAIRINST 4000.14. All efforts shall address the standard elements of ILS. Logistics planning elements may be broken out and assigned as separate tasks by delivery order.

3.6.2 Logistic Support for Acquisition Plans. The Contractor shall review and document Weapons System Acquisition Plans for complete ILS requirements by Life Cycle Phase, and consolidate and incorporate these identified requirements into an ILS Detail Specification for the system, identifying specific Program Initiation, Full Scale Development, and Production and Deployment requirements. The ILS Detail Specification shall quantify support systems performance parameters and constraints necessary to achieve readiness objectives at the least cost in accordance with OPNAVINST 5000.49. Upon approval of the ILS Detail Specification by the Government, the Contractor shall review and assess the acquisition package to ensure inclusion of all ILS requirements.

3.6.3 Logistic Support Analysis (LSA) Preparation. As specified by delivery order, the Contractor shall perform a systematic and comprehensive logistic support analysis on an iterative basis through all phases of the system, subsystem, equipment or component life cycle to satisfy supportability objectives. The level of detail of the analyses and the timing of task performance shall be tailored to each system, subsystem, equipment or component and shall be responsive to program schedules and milestones. The LSA process shall conform to the requirements of MIL-STD-1388-1. LSA documentation shall consist of all data resulting from analysis tasks conducted under this standard and shall be the primary source of validated, integrated design related supportability data pertaining to an acquisition program. LSA documentation shall be developed and maintained commensurate with updated design, support and operational concept development; and shall be updated to reflect changes or availability of better information based on testing, configuration changes, and operational concept changes during the acquisition process. Accumulated LSA documentation shall provide an audit trail of supportability and supportability related design analyses

and decisions and shall be the basis for actions and documents related to manpower and personnel requirements, training programs, provisioning, maintenance planning, resources allocation, funding decisions, and other logistic support resource requirements. Configuration control procedures shall be established over LSA documentation updates to assure proper coordination among other system engineering programs, the LSA program, and the development of ILS documents using LSA data. The logistic support analysis record (LSAR) is a subset of LSA documentation and LSAR data elements shall conform to the requirements of MIL-STD-1388-2.

3.6.4 Logistic Support Analysis & Review. The Contractor shall perform assessments of the conduct and content of the Logistics Support Analysis program with associated data and products for systems, subsystems, equipment and components specified by delivery order. These assessments shall ensure conformance to MIL-STD-1388-1 and MIL-STD-1388-2 and the results of technical analyses of the following areas: Design, Reliability, Maintainability, Human Engineering, Standardization, Safety, Packaging, Handling, Storage, Transportation, Cost and Time Factors as well as the LSA/Design Engineer Interface. In addition, the Contractor shall assess the utilization of the LSA data base as the sole source of all logistics requirements determinations, logistics/design impact tradeoffs, and level of repair and maintenance plan analysis input data. All findings and recommendations shall be documented with supporting information.

3.6.5 Maintenance Planning. Using Government furnished information, the Contractor shall perform engineering analyses or technical assessments of maintenance concepts and plans in accordance with MIL-STD-1388-1. The maintenance concept and specific logistic support resources required at each maintenance level shall be examined to ensure the plan is consistent with overall mission requirements. The Contractor shall prepare and submit a report on this analysis with respect to mission requirements, and shall provide recommendations as to any modifications and shall provide supporting information and rationale. With Government furnished information, the Contractor shall, as specified by delivery order, prepare maintenance plans for specified systems, and perform Logistics Support Analyses (LSA) in accordance with MIL-STD-1388-1, Failure Modes Effects and Criticality Analysis in accordance with MIL-STD-1629, and Level of Repair Analyses (LORA) in accordance with MIL-STD-1390.

3.6.6 Level of Repair Analysis (LORA) Assessment. The Contractor shall perform technical assessments of the Level of Repair Analysis for systems, subsystems, equipment and components listed in the individual delivery order to ensure their conformance with the requirements of MIL-STD-1390 or as required by delivery order. The method or model used for the LORA shall be specified by delivery order. Proper extraction and use of LSA data, proper selection of sensitivity parameters/ranges, accuracy and validity of data inputs and relevance of conclusions based on review of output decisions shall be assessed. Inconsistencies and errors shall be documented with recommendations of the level of repair and all supporting information and findings accompanying the report.

3.6.7 Maintenance Data Collection. For systems, subsystems, equipment and components specified by delivery order, the Contractor shall collect the Navy's maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. The Contractor shall provide, as specified by the Government, the results of this analysis and shall include, but not be limited to, Mean Time Between Failure (MTBF), validation plan for MTBF calculations, replaceable item failure rates, and operational availability (OA) in accordance with OPNAVINST 3000.12.

3.6.8 Maintenance Plan Technical Assessment. The Contractor shall conduct engineering and technical assessments of maintenance plans for systems, subsystems, equipment and components

in accordance with the concepts and procedures required by delivery order. Analyses requires complete operational scenarios and consider factors related to mission definition factors, life-cycle, utilization requirements, effectiveness factors for operational, maintenance and support data and environmental considerations in accordance with OPNAVINST 5090.1.

3.6.9 Depot Planning. The Contractor shall prepare plans for the development and formal certification of maintenance depots and designated overhaul points in accordance with DOD-STD-1768 or as specified by delivery order. Each plan shall define how certification will be performed, the participants and their responsibilities, schedule milestones, and shall contain requirements for reports and records. The Contractor shall review the depot's technical and maintenance overhaul and repair standards, control manuals, work instructions, and other published technical data used by technicians during overhaul and repair of equipment. Review shall be for compliance with requirements specified in the delivery order and the governing specifications in DOD-STD-1768. As required by delivery order, the Contractor shall record results of depot and DOD certification audits and prepare reports for the Government.

3.6.10 Supply Support. As required by the delivery order, the Contractor shall review and/or produce Provisioning Technical Data (PTD) in accordance with MIL-STD-1388-2 when automated data processing (ADP) stored LSAR data is available, and in accordance with MIL-STD-1561 and MIL-STD-1388-2 when Logistic Support Analysis Record (LSAR) data is manual or incomplete. Such data will include Provisioning Parts Lists (PPL), Design Change Notices (DCN), Long Lead Time Items Lists (LLTIL), Interim Support Items List (ISIL) LSA-036 report, and Repairable Items Lists (RIL). The Contractor shall also produce and update Program Support Data (PSD) sheets in accordance with NAVSUPINST 4420.2 for systems, subsystems, equipment and components specified by delivery order. For these equipments, the Contractor shall make recommendations regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. The Contractor shall review Source, Maintenance, and Recoverability (SM&R) codes for applicability and accuracy in accordance with OPNAVINST 4410.2 and provide the results of that review as annotated list to include supporting information as to any recommended change. The Contractor shall review Allowance Parts List (APL), Allowance Equipage List (AEL), and Allowance Requirements Registers (ARR) and reconcile these with system, subsystem, equipment and component technical data. Updated APLs and AELs shall be returned to the Government after reconciliation. Interim material support requirements shall be determined. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules and weapons systems planning documents to determine or evaluate the support material list, Contractor support, and repair of repairables requirements. The Contractor shall provide additional supply support to maintain, update and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to effect a more efficient system, and inventory control point effectiveness.

3.6.11 Training. As specified by delivery order, the Contractor shall develop training plans according to OPNAVINST 1500.8. All findings and recommendations shall be documented with supporting information. The Contractor shall develop training materials and curricula as specified in the delivery order, and provide instructors for these courses. Training materials may include aids for training such as models, tutorials, displays, films and books.

3.6.12 Support Equipment. The Contractor shall review, analyze, and produce requirements and associated lists for test and support equipment in accordance with MIL-STD-1388-2 and as required by delivery order. The reviews and analyses shall include reviews of the Logistic

Support Analysis Records to ensure all requirements for support and test equipment have been minimized (variety and quantity), that considerations for general or special purpose support equipment have been fully supported, that the selection process is based on cost effectiveness, and that reliability and maintainability features of the support equipment are compatible with the prime system, subsystem, equipment or component.

3.6.13 Technical Documentation. As specified by delivery order, the Contractor shall develop and review technical manuals, operations and maintenance procedures, and associated elements in accordance with MIL-STD-1388-2 and Government furnished information for compatibility with LSA data. In support of the AIS Program, the Contractor shall prepare the LCM documentation (i.e., Project Management, plans, specifications, functional descriptions, implementation plans, test analysis reports, etc.)

3.6.14 Computer Resources Support. As specified by delivery order, the Contractor shall develop and review requirements for all embedded or associated computer equipments, components, and software in accordance with SECNAVINST 5200.32 and Government furnished information. The Contractor shall review and assess software changes for impact on logistics support and review life-cycle management plans which address the scope and purpose of computer resources support for impact upon interchangeability, producibility, and standardization.

3.6.15 Packaging, Handling, Storage, & Transportation. The Contractor shall perform reviews, analyses, evaluations, and planning for packaging, handling, storage, and transportation considerations in accordance with MIL-STD-1367, MIL-STD-1388-1 and MIL-STD-1388-2, MIL-STD-129, Government furnished information, and as specified by delivery order. Such analyses, reviews, and planning shall consider, but not be limited to, adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking. The Contractor shall conduct analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations to the Government.

3.6.16 Manpower and Personnel. As specified by delivery order, the Contractor shall develop, maintain, and implement manpower and personnel requirements resulting from Logistic Support Analyses in accordance with Government furnished information. The Contractor shall identify the necessary quantity and skill levels for personnel requirements compatible with the complexity of operational and maintenance tasks specified by delivery order.

3.6.17 Facilities. As specified by delivery order and Logistic Support Analyses, the Contractor shall identify facility requirements necessary for system, subsystem, equipment or component operation and maintenance in accordance with NAVFACINST 11010.44, OPNAVINST 11010.1 and Government furnished information. This identification requires consideration of space, volume, capital equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

3.6.18 Design Interface. The Contractor shall conduct technical assessments of the LSA process for systems, subsystems, equipment and components specified by delivery order to ensure completeness, accuracy, and conformance to MIL-STD-1388-1 requirements. The assessment shall be documented with supporting information and justification, the results of technical analyses in total system logistic support, physical configuration, transportability, assessability, maintainability, Built in Test/Built in Test Equipment (BIT/BITE), interchangeability, criticality, standardization human factors, component reliability, and the incorporation of changes defined by logistic considerations. The Contractor shall provide the Government with a report on this assessment to include any

recommendations, changes, or corrections to the process and shall include supporting justification for each recommendation.

3.6.19 Integrated Logistic Support Management Team (ILSMT) Support. The Contractor shall provide management and technical services for ILSMT support as specified by delivery order. This effort will consist of announcing and coordinating ILSMT meetings; arranging for facilities, billeting, equipment and other materials necessary for the meeting; preparing agenda and coordinating presentations; creating briefing materials; making presentations and fielding logistic associated questions; recording and publishing minutes and action items from meetings; and developing and maintaining an action item tracking system for specified equipment.

3.6.20 Logistic Review Group (LRG) Audit Support. The Contractor shall assemble and/or review an LRG audit documentation package in accordance with the requirements of DOD-D-5000.39, and related subordinate instruction NAVMATINST 4105.3 or as specified by delivery order for established Defense Systems Acquisition Review Councils (DSARC) Milestone LRG Audits or Program Reviews. The Contractor shall perform, prepare, and/or review LRG audit action item tracking through close out, and required Approval for Limited Production (ALP), or Approval for Full Production (AFP) ILS documentation, in accordance with NAVMATINST 4720.1. The reviews shall identify any deficiencies in ILS planning for the weapon system, subsystem, equipment and component and recommend corrective actions for these identified deficiencies and document all findings with supporting information for any recommendations made by the Contractor.

3.7 CONFIGURATION MANAGEMENT (CM). The Contractor shall develop specific elements of configuration management as specified by delivery order. All detailed requirements and CM tasks shall be performed in compliance with the requirements of NAVSEAINST 4130.12 or as specified by the delivery order.

3.7.1 Configuration Management Planning. As specified in delivery orders, the Contractor shall review and/or develop configuration management plans in accordance with NAVSEAINST 4130.12, MIL-STD-1456, MIL-STD-483 or other specified requirements. Plans shall be reviewed for editorial and technical compliance with the governing specification. The Contractor shall make recommendations with supporting rationale for change from source material and specific program requirements furnished by the Government as GFI.

3.7.2 Configuration Identification. The Contractor shall annotate proposed agendas for CM technical reviews, attend technical reviews and document proceedings, and evaluate the responsiveness of the reviewed activity to requirements with supporting rationale as specified by delivery order. Such reviews include the System Requirements Review (SRR), System Design Review (SDR), Production Requirements Review (PRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), and the Formal Qualification Review (FQR), as defined by MIL-STD-1521.

3.7.3 Configuration Control. As required by the delivery order, and as configuration and design changes occur, the Contractor shall review and analyze requests for deviations and waivers to determine the effects on production, configuration identification, operation, and logistics. The Contractor shall also determine whether requests for minor deviations or waivers and Class II Engineering Changes are correctly categorized as defined in DOD-STD-480 or MIL-STD-481. The Contractor shall submit reports to the Government on all such reviews, documenting the results with any change recommendations and supporting rationale. The Contractor shall prepare Engineering Change Proposals, Engineering Change Orders, and Specification Change Notices and other documents in accordance with DOD-STD-480 or MIL-STD-481 as specified by delivery order. The Contractor's configuration management

personnel shall attend configuration management audits to ensure that configuration management plans are acceptable and are in effect. The Contractor shall submit findings with supporting rationale. The Contractor shall prepare technical inputs for Configuration Control Board directive.

3.7.4 Configuration Status Accounting. As required by the delivery order, the Contractor shall provide Configuration Status Accounting at Crane Division sites, in accordance with MIL-STD-482 and using configuration status accounting data systems which requires: mail and document input via filming/scanning or other means, mail distribution, document indexing, retrieval and distribution, production, maintenance and distribution of aperture cards and hard copy prints for technical data packages, and operation/maintenance of ammunition lot data card base. Production, maintenance and distribution of electronic record technical data packages on tape, CDROM or other yet-to-be-developed media shall not be precluded. As required by delivery order, the Contractor shall provide the labor necessary to operate a data repository containing engineering data. These data consist of items such as engineering drawings, manuals, and other technical documents for which hard copy masters are to be retained. The Contractor shall receive documents, maintain an automated logging system, copy each document on microfilm or other media as specified in the delivery order for protection (see 3.11.3 herein) on a sequential number system, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other librarian type tasks as required by delivery order. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. The Contractor will be provided written operating instructions modifiable only by contract change.

As required by the delivery order, the Contractor shall maintain a working library of documents and publications and instructions applicable to ordnance documentation preparation. The Contractor shall film full E-size drawings and produce aperture cards from these drawings, and use aperture cards to produce prints.

3.7.5 Configuration Audits. As required by delivery order, the Contractor shall provide support to Government configuration audit teams, by verifying and documenting that hardware and computer programs, Configuration Items (CIs), and their configuration identification are accurate, complete (according to specified requirements), adequate to establish the product baseline, and compatible with the next higher level design documentation in accordance with MIL-STD-1521. For the Functional Configuration Audit (FCA), the Contractor shall review the configuration item's technical documentation and submit an analysis of comparison with its functional characteristics. Similarly, the Contractor shall provide technical evaluation in conducting a Physical Configuration Audit (PCA) to ensure that the CI's physical configuration is in agreement with its documentation description. As specified in the individual delivery order, the Contractor shall evaluate compliance of the technical documentation with DOD-STD-480, DOD-STD-100, MIL-T-31000, MIL-S-83490, ANSI Y14.5M, DOD-STD-2101, MIL-STD-490, and MIL-STD-481. The Contractor, as a participant with the Government on the audit team, shall determine the correlation of the "as built" configuration with the release "as designed" configuration. Discrepancies and recommended corrective actions shall be documented according to procedures established by the audit team and submitted to the Government with the Contractor's justification for recommendations and evaluations.

3.8 FACILITY ENGINEERING. The Contractor shall perform facility engineering tasks in accordance with applicable specifications and standards and as specified in the delivery order.

3.8.1 Facility Planning. As specified in the delivery order, the Contractor shall perform facility planning in accordance with OPNAVINST 11010.20, NAVFACINST 11010.44, and NAVFAC P-80. This effort may include preparation in draft and/or final form of planning documentation required for site approvals, special projects, and Military Construction projects; and Basic Facility Requirements (BFR) documentation. It is to be expected that quick turnaround will be required for these submissions, occasionally less than a month. Economic analysis in accordance with NAVFAC P-442 may be required by the delivery order.

3.8.2 Facility Data Base. As specified in the delivery order, the Contractor shall define requirements, develop or add to an existing data base for mapping the Division. This data base will include location of all building, utility, transportation, environmental, natural resources and topographic features. It will also include all explosive quantity-distance arcs for the current building usage and be capable of being readily changed to meet proposed modifications and new construction proposals. Translation of data from non-relational to relational data bases (Structured Query Language (SQL) compatible) may be required.

3.8.3 Facility Drawings. As specified in the delivery order, the Contractor shall provide (non-design) drawings of existing facilities and structures, and architectural renderings. The Contractor shall perform data entry and verification using a ComputerVision system, as well as provide services for translation from ComputerVision to AutoCAD Version 11.

3.8.4 Special Safety Studies. As specified in the delivery order, the Contractor shall provide studies and recommendations for facility use and construction based on work performed by a Certified Safety Professional in accordance with MIL-STD-882.

3.9 ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES. The Contractor shall provide technical and management non-personal environmental management support services including the performance of audits, development of checklists and other technical support in accordance with applicable specifications and regulations, including NAVWPNSUPPCENINST 5090.1 and 40 CFR, or as specified in individual delivery orders.

3.9.1 Environmental Audits. As specified in the delivery order, the Contractor shall perform audits to determine compliance with environmental regulations in accordance with OPNAVINST 5090.1.

3.9.2 Air Pollution Control Support. As specified in the delivery order, the Contractor shall prepare air pollution control source construction and operation permit applications in accordance with OPNAVINST 5090.1, Title 326 of Indiana Administrative Code (IAC) and 40 CFR 50-87.

3.9.3 Pollution Discharge Support. As specified in the delivery order and in accordance with OPNAVINST 5090.1, 40 CFR 122-140 and Title 327 IAC, the Contractor shall prepare permits and renewals (includes any required sampling); conduct effluent sampling investigations and source investigations which would include sampling, analysis and report preparation; prepare construction permits for new sewer lines and treatment facilities; prepare stormwater discharge permits; and develop and update on a yearly basis an industrial pretreatment program.

3.9.4 Solid Waste Management Support. As specified in the delivery order, the Contractor shall prepare in accordance with NAVWPNSUPPCENINST 4740.1, OPNAVINST 5090.1, Title 329 IAC and 40 CFR 240-257 permits and applications (for plot plans and surveying, etc.) for landfill/solidfill sites, and prepare and update closure plans for landfill and solidfill sites.

3.9.5 Groundwater Monitoring Program Support. As specified in the delivery order and in accordance with OPNAVINST 5090.1, 40 CFR 264 & 265 and Title 329 IAC, the Contractor shall perform quality assurance/quality control data review, prepare and update groundwater assessment plans, and perform sampling and analysis of wells.

3.9.6 Underground Storage Tank (UST) Program Support. As specified in the delivery order and in accordance with OPNAVINST 5090.1, 40 CFR 264, 265 & 280, and Title 329 IAC, the Contractor shall prepare and update permits, closure and management plans for Division UST's.

3.9.7 Hazardous Waste (HW) Management Program Support. As specified in the delivery order, the Contractor in accordance with 29 CFR 1910.1200, 40 CFR 260-299 and OPNAVINST 5090.1 shall prepare hazardous waste treatment and storage disposal permits; perform closure plan preparation, submittal and required certification when closure of a HW facility closure is complete; perform sampling and analysis to insure closure is completed; and prepare and update instructions and Standard Operating Procedures dealing with the HW program.

3.9.8 Hazardous Material and/or Waste Minimization Support. As specified in the delivery order, the Contractor shall perform hazardous material and/or waste minimization studies and surveys, develop plans, perform research and development projects, and propose alternative methods for hazardous material processes in accordance with NWSCCINSTS 5090.6 and 5090.7, OPNAVINST 5090.1 and 40 CFR 262. As specified in the delivery order, the Contractor shall perform studies of hazardous material (HM) procurement and storage situation at Crane Division locations including receipt, warehousing and localized storage of hazardous material. The Contractor shall examine long term HM storage and inventory needs for the Division, including bulk HM such as fuel oil and gasoline, etc; develop corresponding facility requirements to meet regulatory and customer needs; provide design parameters for facility modifications, upgrades, and new facilities; complete Deficiency Abatement Program forms for such facility projects; and develop/implement methods/programs to interface environmental data bases for reporting purposes. As specified in the delivery order, the Contractor shall review and upgrade the Division's HM inventory for accuracy and consistency of information, and review the HM labeling process to determine if it meets all regulations and propose more effective ways of labeling. The Contractor shall develop plans to bar code HM in stock for the purposes of inventory maintenance and hazardous material management and provide services in processing Material Safety Data Sheets (MSDS) requests. The Contractor shall develop/implement a system to make MSDSs available electronically for retrieval by field personnel. As specified in the delivery order and in accordance with WPNCOMBATSYSINST 5090.3, the Contractor shall prepare and deliver employee development programs to meet environmental requirements, prepare audio/visual displays of environmental functions, and develop and implement a comprehensive automated checklist system of environmental concerns on a Division-wide network for managers to use in developing environmental business plans.

3.9.9 Toxic Substance Control Program Support. As specified in the delivery order and in accordance with OPNAVINST 5090.1 and 40 CFR 760-761, the Contractor shall prepare required permits and reports.

3.9.10 Superfund Amendment and Reauthorization Act (SARA) Title III Support. As specified in the delivery order, the Contractor shall monitor, perform calculations, and otherwise obtain environmental/hazardous material information and prepare SARA Title III reports (Form R) for submission to regulatory agencies.

3.10 MANAGEMENT SUPPORT SERVICES. The Contractor shall provide technical and management non-personal support services in accordance with requirements set forth in individual delivery orders.

3.10.1 Organizational Studies and Recommendations. The Contractor, as required by delivery order, shall investigate existing organizations, alternative organizations, and mission requirements and provide an analysis of the organization with respect to accomplishing its mission requirements more effectively. Factors considered shall include, but will not be limited to, customer interfaces, hiring constraints, personnel classifications, responsiveness, effectiveness, efficient use of resources, and program commonality. The Contractor shall provide a report documenting alternatives and recommendations with accompanying rationale. The resulting studies and analyses shall demonstrate increased quality performance, productivity, and cost effectiveness.

3.10.2 Procurement Data Package Preparation. The Contractor shall prepare technical data packages for major systems, subsystems, equipment or components acquisition and for other than major systems, subsystems, equipment or components acquisition which shall contain such items as technical data requirements, specifications, and management plans (e.g. Configuration Management Plans, Quality Assurance Plans, Statements of Work, Program Management Plans), and/or other requirements, such as the preparation of DD Form 1423, in accordance with DOD-D-5000.1, SECNAVINST 5000.1 or as specified by the delivery order.

3.10.3 Management Reports and Briefing Preparations. The Contractor shall develop and prepare program reports, briefings, and presentations including draft and final versions in accordance with ANSI Z39.18, Government furnished information, and as specified by delivery order. The Contractor shall be required to integrate text and graphics in these materials and submit the final version in the format specified by the delivery order.

3.10.4 Program Management Support. The Contractor shall provide project/program management support in the mission of developing and maintaining ordnance and ordnance-related systems, subsystems, equipment and components as specified by delivery order. This support shall include, but not be limited to, tasks in planning, organizing, and reporting. These tasks involve:

- Tentative Operational Requirements Papers
- Operational Requirements Papers
- Development Options Papers
- Work Unit Summaries
- Work Assignment Summaries
- System Concept Papers
- Decision Coordinating Papers
- Integrated Program Summaries
- Critical Path Networks
- Mission Needs Statements

3.10.5 Program Plans. As specified by delivery order, the contractor shall analyze, make recommendations, provide rationale for the recommendations, and provide technical and administrative support in preparing assigned program plans. These plans will normally be requested on a project basis, with the type of plan differing according to the project. A partial listing of the types of plans and associated instructions required is provided below, and any additional requirements will be specified by delivery order. NOTE: Latest revision of instructions listed below shall be utilized and will be identified on each order.

Contract Data Requirements List	NAVSEAINST 4000.6
Configuration Management Plans	MIL-STD-973
Integrated Logistics Support Plans	DOD-D-5000.39
	NAVSEAINST 5000.39

Quality Assurance Plans	NAVAIRINST 4000.14
Statements of Work	MIL-Q-9858
Work Breakdown Structures (WBS)	MIL-HDBK-245
Program Planning Networks	MIL-STD-881
Depot Support Plans	SSPI 7720.4
Specifications	NAVAIRINST 4000.14
	MIL-STD-961
	MIL-STD-961

3.10.6 Program Reports. As required by the Government in the delivery order, the Contractor shall prepare program status reports. The Contractor will be provided the source information and any particular reporting format specified. These reports shall be in narrative form with graphics as appropriate to better define the information. They shall include basic program historical information, current status, and expected schedule of future events. In addition to program type reports, the Contractor shall format and publish documents such as test reports, configuration identification manuals, test procedures, etc., as specified by delivery order. The Contractor will be provided the source material as GFI.

3.10.7 Program Coordination. Using Government furnished information, the Contractor shall provide program coordination support as specified by delivery order. This effort consists of planning meetings, coordinating schedules with participants, reserving existing meeting space, insuring that briefing materials and equipment are available, recording and publishing meeting minutes, and developing and maintaining an action item tracking system for specified projects.

3.10.8 Document Review. As specified in delivery orders, the Contractor shall review and evaluate of program management data delivered by Government contractors. The Contractor shall provide analyses and written recommendations, with supporting evidence, regarding Government acceptance, taking into consideration mission and other specified requirements.

3.11 DATA MANAGEMENT SUPPORT. The Contractor shall provide Information Technology related services in accordance with requirements set forth in delivery orders issued under this statement of work. These tasks encompass all aspects of the life cycle of hardware, software and systems.

3.11.1 Analysis, Review, Design, Development, Testing, Documentation, Implementation and User Training. The Contractor shall, as specified by delivery order, investigate specific management information systems and make recommendations as to their effectiveness, appropriateness, and value in accordance with ANSI Z39.18. In cases where no system exists, the requirements will be investigated and recommendations with alternate solutions presented. The contractor shall design and develop the selected system using best value solutions including Commercial or Government Off the Shelf Software and Hardware as appropriate. The contractor shall perform application and system testing and assist in the Government acceptance testing as required. The contractor shall document the system as required in the delivery order with system documentation, user documentation and instructions. The contractor shall implement the tested system(s) at the prescribed sites, assure full and complete system operations and train users as required in the delivery order.

3.11.2 Data Entry. As required by delivery order, the Contractor shall develop a data management system and provide the labor to receive and record data on both management and engineering documents. The Contractor shall be responsible for the maintenance of the data management system. The Contractor shall receive and record the documents from the Government, record and input the management data, verify the data inputs, and return the

documents for Government disposition. For existing systems, written operating instructions may be provided with the delivery order. The Contractor shall organize and attend on-site working sessions to resolve problems in the areas of maintenance and operation of the data management system.

3.11.3 Document and Image Processing. As specified by delivery order, the Contractor shall provide the labor to microfilm or otherwise scan into data bases (CDROM, etc.) management and engineering documents furnished by the Government. An aperture system, maintained by the Government, will be provided for Contractor use. The Contractor shall provide the labor to produce microfilm cards according to MIL-M-9868 or as required by delivery order. The Contractor shall also provide the labor to produce aperture cards from existing card "masters" as required by the Government. The Contractor shall also provide the labor to produce prints from aperture cards or from microfilm on Government furnished equipment. Where applicable, the Contractor will be provided with the delivery order written operating instructions.

3.11.4 Data Maintenance and Distribution. As required by delivery order, the Contractor shall provide the labor necessary to operate a data repository containing engineering data. These data consist of items such as engineering drawings, manuals, and other technical documents for which hard copy or magnetic media masters to be retained. The Contractor shall receive documents, maintain an automated logging system, copy each document on microfilm or other media as specified in the delivery order for protection on a sequential number system, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other librarian type tasks as required by delivery order. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. Where applicable the Contractor will be provided with the delivery order written operating instructions.

4.0 DATA REQUIREMENTS FOR STATEMENT OF WORK. This section identifies the content, format, frequency and delivery points for all data to be delivered under the basic contract Statement of Work.

4.1 DATA ITEM A001:

SOW para.

Data Title

1.5.1

Contractor's Progress, Status and
Management Report

Discussion: The Contractor shall prepare and submit a summary progress and status report on a Trimester basis, which summarizes the events, progress and status for the subject award fee period.

a. Content and format of the report shall be in accordance with DI-MGMT-80227, with the exception of paragraphs 10.3.g and 10.3.h, which are deleted.

b. Distribution Statement B: Applies.

c. Destruction Notice: Applies.

d. The Contractor shall provide one (1) legible copy of contractor's progress, status and management report no later than 30 calendar days after the trimester closes.

e. Data shall be delivered to the Contracting Officer's Technical Representative (Cor), Code 053, Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5005.

4.2 DATA ITEM A002:

Contract ref.

Data Title

Section G

Financial Expenditures Report/Active

Discussion: The Contractor shall provide the Government, concurrent with the Contractor's invoices, on a monthly basis, a financial expenditures report in accordance with the format provided as Exhibit "A" to this contract.

a. Distribution Statement B: Applies.

b. Destruction Notice: Applies.

c. The Contractor shall provide one (1) reproducible copy of the financial report and the associated invoices on a monthly schedule. The reproducible shall be a 3 ½" diskette in Word Perfect version 5.1 format or later version, for use on IBM PC or fully compatible units. Diskettes shall be error free and checked for viruses. NOTE: The Government has the option to upgrade disk density and size, and Word Perfect software, and the Contractor shall ensure continued compatibility. The Contractor shall provide the data no later than 30 calendar days after the close of the monthly billing period.

d. Data shall be delivered to the Cor, Code 053, Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5005.

4.3 DATA ITEM A003:

Contract ref.

Data Title

Section G

Financial Expenditures Report/Completion

Discussion: The Contractor shall provide the Government, concurrent with Data Item A002, a financial report in accordance with the format provided as Exhibit "B" to this contract.

a. Distribution Statement B: Applies.

b. Destruction Notice: Applies.

c. The Contractor shall provide one (1) reproducible copy of the financial expenditures report. The reproducible shall be a 3 ½" diskette in Word Perfect version 5.1 format or later version, for use on IBM PC or fully compatible units. Diskettes shall be error free and checked for viruses. NOTE: The Government has the option to upgrade disk density and size, and Word Perfect software, and the Contractor shall ensure continued compatibility. The Contractor shall provide the data no later than 30 calendar days after the close of the monthly billing period.

d. Data shall be delivered to the Cor, Code 053, Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5005.

4.4 DATA ITEM A004:

Contract ref.

Data Title

Section G

Direct Labor Hour Report

Discussion: This Data Item identifies the Government's content and format requirements for a summary of direct labor hours expended by delivery order and total contract, for the purpose of award fee determinations. This report shall be prepared in accordance with the format provided as Exhibit "C" to this contract.

a. Distribution Statement B: Applies.

b. Destruction Notice: Applies.

c. This report shall be submitted concurrent with the Contractor's Progress, Status, and Management Report, Data Item A001.

d. The Contractor shall provide one (1) reproducible copy of the report. The reproducible shall be a 3 ½" diskette in Word Perfect version 5.1 format or later version, for use on IBM PC or fully compatible units. Diskettes shall be error free and checked for viruses. NOTE: The Government has the option to upgrade disk density and size, and Word Perfect software, and the Contractor shall ensure continued compatibility. The Contractor shall provide the data no later than 30 calendar days after the close of the trimester period.

e. Data shall be delivered to the COR, Code 053, Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5005.

EXHIBIT "A"

1. This exhibit identifies the Government's content and format requirements for a report which provides detailed cost expenditures for active delivery orders under the subject contract.
2. The format of FIGURE "A" shall be utilized for submission of reports.
3. Instructions for preparing the report in conjunction with FIGURE "A" are as follows:

PAGE 1 OF 3 of FIGURE A:

- (1) Enter Contractor's full name.
- (2) Enter basic contract number.
- (3) Enter report number, starting with 001, for the first monthly report.
- (4) Enter calendar date the report was prepared, e. g. 28 Feb 1998.
- (5) Enter calendar dates of the billing period, e. g. 01 Jan 1998 to 31 Jan 1998.
- (6) Enter total dollar amount authorized by contract including all options and award fee.
- (7) Enter total dollar amount obligated against the contract to date. This amount is the sum of the award cost of all current authorized delivery orders, and completed delivery orders, placed against the contract through the end of the current billing period. This amount shall not include award fee.
- (8) Enter total dollars expended to date against the contract. This amount is the sum of all costs incurred to date from all delivery orders placed against the contract through the current billing period. This amount shall not include award fee.
- (9) Enter total dollar amount of award fee received through the end of the current billing period.

PAGE 2 OF 3 of FIGURE A:

- (1) Enter contractor's full name.
- (2) Enter basic contract number.
- (3) Enter report number, starting with 001, for the first monthly report.
- (5) Enter calendar dates of the billing period, e.g. 01 Jan 1998 to 31 Jan 1998.
- (10) Enter delivery order numbers from DD Form 1155..
- (11) Enter latest invoice number generated against this delivery order (example: 015).
- (12) Enter planned completion date (calendar) which is based on the delivery order award date plus the number of calendar days in the period of performance.
- (13) Enter total cost of delivery order, including all modifications, from the current authorized DD Form 1155.
- (14) 75% COMPLETION is in dollars and is computed by taking 75% of the award cost from the current authorized DD Form 1155. This entry shall be adjusted for each report to reflect any modifications which may have increased or decreased the original award cost since the last report.
- (15) Cumulative costs to date are the total actual cost accumulated through the end of the billing period for each delivery order.
- (16) Billing period costs are the total actual costs accumulated during the current billing period.
- (17) Percent (%) completion to date is the quotient of CUMULATIVE COSTS TO DATE, divided by AWARD COSTS (of the current authorized DD Form 1155) multiplied by 100.
- (18) Enter remarks as required. When a delivery order is completed, enter "COMPLETED" and the completion date (calendar) in the remarks column.

PAGE 3 OF 3 of FIGURE A. NOTE: THE FOLLOWING INFORMATION IS REQUIRED FOR EACH ACTIVE DELIVERY ORDER.

A SEPARATE SHEET OR SERIES OF SHEETS, IF REQUIRED, SHALL BE GENERATED FOR THIS SECTION OF THE REPORT FOR EACH ACTIVE DELIVERY ORDER. THE REPORT SHALL HAVE THE DELIVERY ORDERS IN NUMERICAL SEQUENCE. THE PAGES OF THE REPORT SHALL BE NUMBERED IN ACCORDANCE WITH THE SEQUENCES OF THE DELIVERY ORDERS CONTAINED WITHIN THE REPORT. THE FIRST PAGE FOR THIS SECTION SHALL BE PAGE #1, REGARDLESS OF THE DELIVERY ORDER BEING REPORTED, IF ADDITIONAL PAGES ARE REQUIRED THEY SHALL BE NUMBERED #1 (Cont). THE NEXT DELIVERY ORDER WILL START WITH PAGE #2.

(1) Enter report number starting with 001; 002, 003, 004, etc. would be subsequent reports.

(2) Enter the delivery order number for the active delivery order.

(3) Enter a brief description (title) for the delivery order.

(4) Enter the Contractor's full name.

(5) Enter the basic contract number.

(6) Enter the calendar date (e.g. 01 Jan 98) for the beginning of the billing period.

(7) Enter the date (calendar) for the end of the billing period.

(8) Enter planned completion date (calendar) of delivery order. This date is based on the award date plus number of calendar days in the period of performance.

(9) ACRN is the accounting and appropriation data. Enter this data exactly as it appears on the DD Form 1155, block 17, of the awarded delivery order. NOTE: SOME DELIVERY ORDERS MAY HAVE TWO OR MORE ACRNs.

(10) All labor categories identified and approved in the delivery order shall be listed.

(11) The LOCATION shall be specified for each labor category. Any one labor category may have several locations that may be worked. A LOCATION is defined as a work site which has different indirect rates than those provisional or actual DCAA approved rates for the prime contractor.

(12) Enter the total actual hours expended during the billing period in the "BILLING PERIOD" column, by labor category and location.

(13) Enter the actual hours expended, by labor category and location, under each fiscal year in which the expenditure occurred, this will be cumulative for the fiscal year. If no hours were expended in a particular fiscal year, the column for that fiscal year will show zeros.

(14) Under the Total Cost To Date column, enter the total hours expended, in all fiscal years, including the current billing period for the subject delivery order, by labor category and location.

(15) Under the Authorized column, enter the total negotiated hours, including any modifications, by labor category and location.

(16) Enter the actual dollars expended during the billing period in the "BILLING PERIOD" column, by labor category.

(17) Enter the actual dollars (cumulative), expended for the contractor's fiscal year, by labor category, in which the expenditure occurred. If no dollars were expended in a particular fiscal year, the column for that fiscal year will show zeros.

(18) Enter total dollars expended, in all fiscal years, including the current billing period for the subject delivery order, by labor category.

(19) Enter total negotiated dollars, including any options, by labor category.

(20) Enter total hours for all labor categories expended during the billing period, by location. NOTE: If more than one location is identified this number will become a sub-total, which shall be added to the sub-totals for the other locations to establish the "DIRECT LABOR TOTALS."

(21) Enter total dollars for all labor categories expended during the billing period, per location. The note from (20) applies to dollar entries for subtotals.

(22) Enter total hours expended for all labor categories, by fiscal year. The note from (20) applies for subtotals.

(23) Enter total dollars expended for all labor categories by fiscal year. The note from (20) applies for subtotals.

(24) Enter total hours expended for all labor categories to date. The note from (20) applies for subtotals.

(25) Enter total dollars expended for all labor categories to date. The note from (20) applies for subtotals.

(26) Enter total hours authorized for all labor categories to date. The note from (20) applies for subtotals.

(27) Enter total dollars authorized for all labor categories to date. The note from (20) applies for subtotals.

(28) The LOCATION shall be specified for each applicable site for which LABOR OVERHEAD applies. If more than one location is identified, the note from (20) shall apply for subtotals.

(29) Enter labor overhead dollars applied during billing period by location.

(30) Enter total labor overhead applied by fiscal year for each location.

(31) Enter total labor overhead applied for all fiscal years, including current billing period by location.

(32) Enter total labor overhead authorized by the delivery order by location.

(33) Enter total labor overhead for all locations.

(34) List the Other Direct Cost (ODCs) by category such as: Material, Travel, Computer,

Reproduction, Communications, Subcontractor, and so forth.

(35) The LOCATION shall be specified for each applicable site for which OTHER DIRECT COSTS applies. If more than one location is identified, the note from (20) applies for subtotals.

(36) Enter ODC costs by category, for the billing period, by location.

(37) Enter cumulative ODC costs by category, by fiscal year for each location.

(38) Enter total ODC costs by category for all fiscal years including current billing period, by location.

(39) Enter total ODC costs by category authorized by the delivery order, by location.

(40) If subcontractors are part of the ODC, enter the actual dollars expended during the billing period in the "BILLING PERIOD" column, for each subcontractor.

(41) Enter actual expended dollars for the Prime Contractor's (your) fiscal year in which the expenditure occurred for each subcontractor. If no dollars were expended in a particular fiscal year, the column for that fiscal year will show zeros.

(42) Enter total expended dollars for all fiscal years, including current billing period for each subcontractor.

(43) Enter total authorized dollars from the delivery order for each subcontractor.

(44) Enter total subcontractor hours expended during the billing period for each subcontractor.

(45) Enter total subcontractor hours expended by fiscal year for each subcontractor.

(46) Enter total subcontractor hours expended for all fiscal years, including current billing period for each subcontractor.

(47) Enter total authorized subcontractor hours from delivery order for each subcontractor.

(48) Enter total subcontractor hours expended in billing period.

(49) Enter total ODC dollars expended in billing period.

(50) Enter total subcontractor hours expended by fiscal year.

(51) Enter total ODC dollars expended by fiscal year.

(52) Enter total subcontracted hours for all fiscal years including current billing period.

(53) Enter total ODC dollars expended for all fiscal years including current billing period.

(54) Enter total authorized subcontractor hours from delivery order.

(55) Enter total authorized ODC dollars from delivery order.

(56) Enter subtotal hours.

(57) Enter subtotal dollars.

(58) The LOCATION shall be specified for each applicable site to which G&A applies.

(59) Enter G&A dollars as appropriate by location.

(60) Enter total G&A dollars expended to date by location.

(61) Enter total authorized G&A dollars, by location from the delivery order.

(62) Enter subtotal G&A dollars from each column.

(63) Enter total hours expended or authorized.

(64) Enter total dollars expended or authorized.

(65) Enter the percent of total authorized dollars from the delivery order including all modifications, which have been expended to date.

(66) Enter the total authorized dollars from the delivery order including all modifications.

(67) Enter the difference in dollars, between authorized dollars and expended \$ to date.

(68) Enter the percent of total authorized hours (all categories and locations, plus subcontracted hours if authorized) which have been expended to date.

(69) Enter the total authorized hours from the delivery order including all modifications.

(70) Enter the difference in hours, between authorized hours and expended hours to date.

NOTE: LOCATIONS ARE TO BE CODED UNIFORMLY AND CONSISTENTLY FOR LABOR CATEGORY, OVERHEAD, ODC, AND G&A.

(1)

MONTHLY FINANCIAL EXPENDITURES REPORT/ACTIVE
FOR

(2)
CONTRACT NUMBER _____

(3)
REPORT NUMBER _____

(4)
REPORT DATE _____

(5) (5)
BILLING PERIOD _____ TO _____

(6)
_____ MAXIMUM AMOUNT AUTHORIZED BY CONTRACT

(7)
_____ TOTAL AMOUNT OBLIGATED TO DATE (LESS AWARD FEE)

(8)
_____ TOTAL EXPENDED TO DATE (LESS AWARD FEE)

(9)
_____ AWARD FEE RECEIVED TO DATE

(1)

SUMMARY BY DELIVERY ORDER

(2)

CONTRACT NUMBER _____

(3)

REPORT NUMBER _____

(5)

(5)

BILLING PERIOD _____ TO _____

DO NO	INV NO	PLND COMPL DATE	AWARD COST	75% COMPL	COMMUL COSTS TO DATE	BILLING PERIOD COSTS	% COMPL TO DATE	RMKS
(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)

TOTALS

EXHIBIT "B"

1. This exhibit identifies the Government's content and format requirements for a report which provides detailed cost expenditures for completed delivery orders under the subject contract.

2. The format of FIGURE "B" shall be utilized for submission of reports.

3. Instructions for preparing the report in conjunction with FIGURE "B" are as follows:

NOTE: THE FOLLOWING INFORMATION IS REQUIRED FOR EACH DELIVERY ORDER AS IT IS COMPLETED WITHIN THE CONTRACTOR'S FISCAL YEAR.

A SEPARATE SHEET OR SERIES OF SHEETS, IF REQUIRED, SHALL BE GENERATED FOR THIS REPORT, FOR EACH COMPLETED DELIVERY ORDER. THE REPORT SHALL HAVE THE DELIVERY ORDERS IN NUMERICAL SEQUENCE. THE PAGES OF THE REPORT SHALL BE NUMBERED IN ACCORDANCE WITH THE SEQUENCES OF THE DELIVERY ORDERS CONTAINED WITHIN THE REPORT. THE FIRST PAGE FOR THIS REPORT SHALL BE PAGE #1, REGARDLESS OF THE DELIVERY ORDER BEING REPORTED, IF ADDITIONAL PAGES ARE REQUIRED THEY SHALL BE NUMBERED #1 (Cont). THE NEXT DELIVERY ORDER WILL START WITH PAGE #2.

(1) Enter report number starting with 001; 002, 003, 004, etc. would be subsequent reports.

(2) Enter the delivery order number for the completed delivery order.

(3) Enter a brief description (title) for the delivery order.

(4) Enter the Contractor's full name.

(5) Enter the basic contract number.

(6) Enter the calendar date (e.g. 26 Jan 98) of the first day of the Contractor's fiscal year in which the report is generated.

(7) Enter the date (calendar) for the last day of the monthly billing period covered by the report.

(8) Enter planned completion date (calendar) of delivery order. This date is based on the award date plus number of calendar days in the period of performance.

(9) ACRN is the accounting and appropriation data. Enter this data exactly as it appears on the DD Form 1155, block 17, of the awarded delivery order. NOTE: SOME DELIVERY ORDERS MAY HAVE TWO OR MORE ACRNs.

(10) All labor categories identified and approved in the delivery order shall be listed.

(11) The LOCATION shall be specified for each labor category. Any one labor category may have several locations that may be worked. A LOCATION is defined as a work site which has different indirect rates than those provisional or actual DCAA approved rates for the prime contractor.

(12) Enter the actual hours expended, by labor category and location, under each fiscal year in which the expenditure occurred, this will be cumulative for the fiscal year. If no hours were expended in a particular fiscal year, the column for that fiscal year will show zeros.

(13) Enter the actual dollars (cumulative), expended for the contractor's fiscal year, by labor category, in which the expenditure occurred. If no dollars were expended in a particular fiscal year, the column for that fiscal year will show zeros.

(14) Enter the total hours expended, in all fiscal years, for the subject delivery order, by labor category and location.

(15) Enter total dollars expended, in all fiscal years, for the subject delivery order, by labor category and location.

(16) Under the Authorized column, enter the total negotiated hours, including any modifications, by labor category and location.

(17) Enter total negotiated dollars, including any options, by labor category and location.

(18) Enter total hours for all labor categories expended during the billing period, by location. NOTE: If more than one location is identified this number will become a sub-total, which shall be added to the sub-totals for the other locations to establish the "DIRECT LABOR TOTALS."

(19) Enter total dollars for all labor categories expended during the billing period, per location. The note from (18) applies to dollar entries for subtotals.

(20) Enter total hours expended for all labor categories, by fiscal year. The note from (18) applies for subtotals.

(21) Enter total dollars expended for all labor categories by fiscal year. The note from (18) applies for subtotals.

(22) Enter total hours authorized for all labor categories to date. The note from (18) applies for subtotals.

(23) Enter total dollars authorized for all labor categories to date. The note from (18) applies for subtotals.

(24) The LOCATION shall be specified for each applicable site for which LABOR OVERHEAD applies. If more than one location is identified, the note from (18) shall apply for subtotals.

(25) Enter total labor overhead applied by fiscal year for each location.

(26) Enter total labor overhead applied for all fiscal years, by location.

(27) Enter total labor overhead authorized by the delivery order by location.

(28) Enter total labor overhead for all locations.

(29) List the ODCs by category such as: Material, Travel, Computer, Reproduction, Communications, Subcontractor, and so forth.

(30) The LOCATION shall be specified for each applicable site for which OTHER DIRECT COSTS applies. If more than one location is identified, the note from (18) applies for subtotals.

- (31) Enter cumulative ODC costs by category, by fiscal year for each location.
- (32) Enter total ODC costs by category for all fiscal years, by location.
- (33) Enter total ODC costs by category authorized by the delivery order, by location.
- (34) Enter total subcontractor hours expended by fiscal year for each subcontractor.
- (35) Enter actual expended dollars for the Prime Contractor's (your) fiscal year in which the expenditure occurred for each subcontractor. If no dollars were expended in a particular fiscal year, the column for that fiscal year will show zeros.
- (36) Enter total subcontractor hours expended for all fiscal years, for each subcontractor.
- (37) Enter total expended dollars for all fiscal years, including current billing period for each subcontractor.
- (38) Enter total authorized subcontractor hours from delivery order for each subcontractor.
- (39) Enter total authorized dollars from the delivery order for each subcontractor.
- (40) Enter total subcontractor hours expended by fiscal year.
- (41) Enter total ODC dollars expended by fiscal year.
- (42) Enter total subcontracted hours for all fiscal years.
- (43) Enter total ODC dollars expended for all fiscal years.
- (44) Enter total authorized subcontractor hours from delivery order.
- (45) Enter total authorized ODC dollars from delivery order.
- (46) Enter subtotal hours.
- (47) Enter subtotal dollars.
- (48) The LOCATION shall be specified for each applicable site to which G&A applies.
- (49) Enter G&A dollars as appropriate by location.
- (50) Enter total G&A dollars expended by location.
- (51) Enter total authorized G&A dollars, by location from the delivery order.
- (52) Enter subtotal G&A dollars from each column.
- (53) Enter total hours expended or authorized.
- (54) Enter total dollars expended or authorized.
- (55) Enter the percent of total authorized dollars from the delivery order including all modifications, which were expended.

(56) Enter the total authorized dollars from the delivery order including all modifications.

(57) Enter the difference in dollars, between authorized dollars and expended dollars.

(58) Enter the percent of total authorized hours (all categories and locations, plus subcontracted hours if authorized) which were expended.

(59) Enter the total authorized hours from the delivery order including all modifications.

(60) Enter the difference in hours, between authorized hours and expended hours.

NOTE: LOCATIONS ARE TO BE CODED UNIFORMLY AND CONSISTENTLY FOR LABOR CATEGORY, OVERHEAD, ODC, AND G&A.

FIGURE B

EXHIBIT "C"

1. This exhibit identifies the content and format requirements for a summary of direct labor hours expended by delivery order and total contract, for award fee determinations.

2. The format of FIGURE "C" shall be utilized for submission of the report.

3. Instructions for preparing the report in FIGURE "C" are as follows:

(1) Enter Contractor's full name.

(2) Enter calendar date of the report.

(3) Enter the basic contract number.

(4) Enter the report number, starting with 001.

(5) Enter the calendar dates which the report covers, e.g. 01 Jan 1998 to 30 April 1998. The AWARD FEE PERIOD, is the period of time covered under the most recent Trimester and should not exceed 122 calendar days. The first award fee period shall cover the period from the contract award date through the end of the month in which the contract was awarded, plus the next three consecutive months.

(6) Enter delivery order number. NOTE: Enter only those delivery orders which have been completed during the subject award fee period, or those which have been identified in the delivery order for Trimester Evaluation. If hours are to be claimed for work performed in a earlier award fee period, the same format shall be utilized, marked as a "Supplement", and submitted under separate cover.

(7) Enter the calendar date when the delivery order was completed.

(8) Enter "X" if the delivery order requires Trimester Evaluation.

(9) Enter the number of direct labor hours expended by the prime contractor during the award fee period.

(10) Enter the number of direct labor hours expended by the subcontractor(s) during the award fee period.

(11) Enter total number of direct labor hours (prime and subcontractor) expended for each delivery order during the evaluation period.

(12) Enter total number of direct labor hours expended for all delivery orders during the evaluation period by the Prime Contractor.

(13) Enter total number of direct labor hours expended for all delivery orders during the evaluation period by subcontractors.

(14) Enter total number of direct labor hours expended for all delivery orders during the evaluation period.

PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following minimum levels of professional and/or technical experience. The required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below.

PERSONNEL REQUIREMENTS

ALL PERSONNEL SHALL FURNISH SATISFACTORY PROOF TO THE GOVERNMENT THAT THEY ARE A CITIZEN OF THE UNITED STATES OF AMERICA. THIS REQUIREMENT CAN BE WAIVED ON A CASE-BY-CASE BASIS WITH PRIOR APPROVAL FROM THE CONTRACTING OFFICER.

PERSONNEL QUALIFICATIONS

1.0 ENGINEER

1.1 SENIOR ENGINEER (INTERDISCIPLINARY)

1.1.1 BASIC REQUIREMENTS: Successful completion of a full four-year professional engineering curriculum (not engineering technology) leading to a bachelor's or higher degree in engineering in an accredited college/university. To be acceptable the curriculum must:

Be in a school of engineering with at least one curriculum accredited by the Accreditation Board for Engineering and Technology (ABET) as a professional engineering curriculum, or

Include differential and integral calculus and courses (more advanced than first-year science or engineering) in five of the seven areas of engineering science or physics: (a) statics, dynamics; (b) strength of material (stress-strain relationships); (c) fluid mechanics, hydraulics; (d) thermodynamics; (e) electrical fields and circuits; f) nature and properties of materials (relating particle and aggregate structure to properties); (g) any other comparable area of fundamental engineering science or physics, such as optics, heat transfer, or electronics.

1.1.2 ALTERNATE REQUIREMENTS: Candidates may substitute for the basic requirement of at least four years of college level training, education and/or technical mathematics sciences underlying professional engineering, and (2) a good understanding, both theoretical and practical, of the engineering sciences and techniques and their applications to one of the branches of engineering cited above. This knowledge and understanding must be equivalent to that provided by a full four-year professional engineering curriculum, with respect to (a) the knowledge, skills and abilities required to perform professional engineering work in the specialty field of the position to be filled, and (b) the ability to develop and progress in a career as a professional engineer in the specialty field. The adequacy of such background must be demonstrated by registration as a professional engineer by any State, Guam, Puerto Rico, or District of Columbia. Registration must have been obtained by passing the written test administered by the Boards of Engineering Examiners, not by a grandfather clause or eminence provisions.

1.1.3 EXPERIENCE REQUIREMENTS: In addition to the basic requirement, candidates must: (1) have completed three years of progressively difficult electronics, chemical, computer, or mechanical engineering work assignments, or (2) have completed all requirements for a doctoral degree in mechanical, chemical, computer or electronics engineering. The complexity of work assignments should be documented sufficiently to demonstrate candidate's ability to successfully perform the senior engineering tasks cited in the Statement of Work (SOW).

1.2 JOURNEYMAN ENGINEER (INTERDISCIPLINARY)

1.2.1 BASIC REQUIREMENTS: Successful completion of a full 4-year professional engineering curriculum (not engineering technology) leading to a bachelor's or higher degree in engineering in an accredited college or university. To be acceptable, the curriculum must:

Be in a school of engineering with at least one curriculum accredited by the Accreditation Board for Engineering and Technology (ABET) as a professional engineering curriculum or include differential and integral calculus and courses (more advanced than first-year science or engineering) in five of the following seven areas of engineering science or physics: (a) statics, dynamics; (b) strength of materials (stress-strain relationships); (c) fluid

mechanics, hydraulics; (d) thermodynamics; (e) electrical fields and circuits; (f) nature and properties of materials (relating particle and aggregate structure to properties); (g) any other comparable area of fundamental engineering science or physics, such as optics, heat transfer, soil mechanics or electronics.

1.2.2 ALTERNATE REQUIREMENTS: Candidates may substitute for the basic requirement an alternate requirement of at least 4 years of college-level education, training and/or technical experience that furnished (1) a thorough knowledge of the physical and mathematical sciences underlying professional engineering, and (2) a good understanding, both theoretical and practical, of the engineering sciences and techniques and their application to one of the branches of engineering. This knowledge and understanding must be equivalent to that provided by a full 4-year professional engineering curriculum with respect to (a) the knowledge, skills and abilities required to perform professional engineering work in the specialty field of the position to be filled, and (b) the ability to develop and progress in a career as a professional engineer in the specialty field. The adequacy of such background must be demonstrated by one of the following:

- A. Professional Registration: Current registration as a professional engineer by any State, the District of Columbia, Guam or Puerto Rico. Absent other means of qualifying under this standard, those candidates who achieved such registration by means other than written test (i.e., State grandfather or eminence provisions) are eligible only for positions that are within or closely related to the specialty field of their registration. For example, a candidate who attains registration through a State Board's eminence provision as a manufacturing engineer typically would be eligible only for manufacturing engineering positions.
- B. Written Test: Evidence of having successfully passed the Engineer-in-Training (EIT) examination, or the written test required for professional registration, which is administered by the Boards of Engineering Examiners in the various States, the District of Columbia, Puerto Rico and Guam.

Applicants who have passed the EIT examination and have completed all the requirements for either (a) a bachelor's degree in engineering technology (BET) from an accredited college or university which included 60 semester hours of courses in the physical, mathematical and engineering sciences, or (b) a BET from a program accredited by the Accreditation Board for Engineering and Technology (ABET), may be rated eligible for certain engineering positions at the entry level. Eligibility is limited to positions that are within or closely related to the specialty field of the engineering technology program. Positions covered by the minimum educational requirement, which involve highly technical research, development or similar functions requiring an advanced level of competence in basic science are excluded.

Because of the diversity in kind and quality of BET programs, graduates of other BET programs are required to complete at least one year of additional education or highly technical work experience of such nature as to provide reasonable assurance of the possession of the knowledge, skills and abilities required for professional engineering competence. The adequacy of this background must be demonstrated by passing the EIT examination.

- C. Specified Academic Courses: Successful completion of at least 60 semester hours of courses in the physical, mathematical and engineering sciences and in engineering, which included the courses specified in the basic requirement. The courses must be fully acceptable toward meeting the requirements of a professional engineering curriculum as described in the basic requirements.
- D. Related Curriculum: Successful completion of a curriculum leading to a bachelor's degree in

engineering technology or in an appropriate professional field, e.g., physics, chemistry, architecture, computer science, mathematics, hydrology or geology may be accepted in lieu of a degree in engineering, provided the applicant has at least 1 year of professional engineering experience acquired under professional engineering supervision and guidance. Ordinarily there should be either an established plan of intensive training to develop professional engineering competence, or several years of prior professional engineering-type experience, e.g., in interdisciplinary positions. (Please note that the above examples of related curricula are not all-inclusive.)

NOTE: An applicant who meets the requirements as previously described (above), may qualify for positions in any branch of engineering unless selective factors indicate otherwise, or unless he/she qualifies under the provisions of "Written Test" related to the EIT examination or BET degree.

1.2.3 EXPERIENCE REQUIREMENTS: Candidates must: (1) have completed three years of progressively difficult electronics/mechanical/computer/chemical engineering work assignments, or (2) have completed all requirements for a doctoral degree in electronics/mechanical/computer/chemical engineering. The complexity of work assignments should be documented sufficiently to demonstrate candidate's ability to successfully perform those engineering tasks cited in the Statement of Work (SOW).

1.3 JUNIOR ENGINEER (INTERDISCIPLINARY)

1.3.1 BASIC REQUIREMENTS: Candidates must meet Paragraph 1.1.1 Basic Requirements or Paragraph 1.1.2 Alternate Requirements.

1.3.2 EXPERIENCE REQUIREMENTS:

1.3.2.1 level I: Candidates must: (1) have completed one year of progressively difficult engineering work assignments, or (2) have completed one full year (30 semester hours), of graduate education in an appropriate field, or other appropriate educational equivalents in the engineering field.

1.3.2.2 Level II: Candidates must: (1) have completed two years of progressively difficult engineering work assignments, or (2) successful completion of two full academic years of graduate education or a master's degree. Candidates must be experienced in at least one of the engineering disciplines cited above (contingent upon the delivery orders as they materialize).

2.0 ELECTRONICS/ENGINEERING TECHNICIAN

2.1 SENIOR ELECTRONICS TECHNICIAN

2.1.1 BASIC REQUIREMENTS: Candidates must have completed two years of general experience. Progressively responsible technical or craft experience in electronics, electricity, engineering, communications, physics, or in a similar field that provided technical knowledge and background that could be applied in the development, testing, evaluation, design, standardization, research, maintenance, or installation of ordnance systems and equipment. Two years of post-high-school education (at an accredited college, junior college, or technical institute) that included or was supplemented by an average of at least twelve semester hours per year in engineering, physical science, technology, or mathematics which included at least six semester hours per year in electronics may be substituted in full for the two years of general experience.

2.1.2 EXPERIENCE REQUIREMENTS: In addition to the general experience, candidates must have

completed four years of specialized experience. Experience as a technician, instructor, inspector, or mechanic (civilian or military) which shows progression in theoretical and practical knowledge of electronic theory and of characteristics, function, operation, and capabilities of a variety of types of electronic equipment. This experience must have included the use of schematic diagrams, a variety of test equipment, and the application of electronic formulas involved in such duties as testing, troubleshooting, modifying, designing, calibrating, installing, maintaining, repairing, constructing, developing, instructing of electronics equipment, or similar functions. Also qualifying is experienced in developing policies, standards, and procedures for maintenance, installation, or similar functions provided the work clearly shows that the applicant applied a specialized knowledge of the theories and principles of a variety of electronic systems or equipment. Candidates must demonstrate sufficient knowledge and skill to perform tasks at a level of complexity, i.e., lead technician cited in the Statement of Work. At least one year of this specialized experience must be directly related to the duties of the position to be filled.

2.2 SENIOR ENGINEERING TECHNICIAN

2.2.1 BASIC REQUIREMENTS: Candidates must have completed two years of general experience. Experience which provided familiarity with engineering technician work or which provided knowledge that would be helpful in developing skill in making measurements, using test instruments, computing, reading engineering drawings or specifications, or other engineering technician work. Post-high-school education may substitute for experience, e.g., successful completion of two full years of post-high-school education which included at least 18 semester hours in courses such as: engineering, engineering or industrial technology, construction, physics, drafting, surveying, physical sciences, or mathematics will substitute in full for the two years of general experience.

2.2.2 EXPERIENCE REQUIREMENTS: In addition to the general experience, candidates must have completed four years of specialized experience. This experience must have involved nonprofessional technical work which provided the knowledge and skills needed for work in the specialty field (see Statement of Work for specific product and functional responsibilities). The complexity of work assignments should be documented sufficiently to show that candidate demonstrates the necessary skill to perform as a lead technician at a level of difficulty and responsibility required in the Statement of Work.

2.3 ELECTRONICS TECHNICIAN

2.3.1 BASIC REQUIREMENTS: Candidates must have completed two years of general experience. Progressively responsible technical or craft experience in electronics, electricity, engineering, communications, physics, or in a similar field that provided technical knowledge and background that could be applied in the development, testing, evaluation, design, standardization, research on, maintenance, or installation of electronics systems and equipment. Two years of post-high-school education (at an accredited college, junior college, or technical institute) that included or was supplemented by an average of at least twelve semester hours per year in engineering, physical science, technology, or mathematics which included at least six semester hours per year in electronics may be substituted in full for the two years of general experience.

2.3.2 EXPERIENCE REQUIREMENTS: Experience as a technician, instructor, inspector, or mechanic (civilian or military) which shows progression in theoretical and practical knowledge of electronic theory and of characteristics, function, operation, and capabilities of a variety of types of electronic equipment. This experience must have included the use of schematic diagrams, a variety of test equipment, and the application of electronic formulas involved in such duties as testing, troubleshooting, modifying, designing, calibrating, installing,

maintaining, repairing, constructing, developing, instructing of electronics equipment, or similar functions. Also qualifying is experienced in developing policies, standards, and procedures for maintenance, installation, or similar functions provided the work clearly shows that the applicant applied a specialized knowledge of the theories and principles of a variety of electronic systems or equipment. Candidates must demonstrate sufficient knowledge and skill to perform tasks at a level of complexity, i.e., lead technician cited in the Statement of Work. At least one year of this specialized experience must be directly related to the duties of the position to be filled.

2.4 **ENGINEERING TECHNICIAN**

2.4.1 BASIC REQUIREMENTS: Candidates must have completed two years of general experience. Experience which provided familiarity with engineering technician work or which provided knowledge that would be helpful in developing skill in making measurements, using test instruments, computing, reading engineering drawings or specifications, or other engineering technician work. Post-high-school education may substitute for experience, e.g., successful completion of two full years of post-high-school education which included at least 18 semester hours in courses such as: engineering, engineering or industrial technology, construction, physics, drafting, surveying, physical sciences, or mathematics will substitute in full for the two years of general experience.

2.4.2 EXPERIENCE REQUIREMENTS: In addition to the general experience, candidates must have completed two/three years of specialized experience. This experience must have involved nonprofessional technical work which provided the knowledge and skills needed for work in the specialty field (see Statement of Work for specific product and functional responsibilities). The complexity of work assignments should be documented sufficiently to show that candidate demonstrates the necessary skill to perform as a lead technician at a level of difficulty and responsibility required in the Statement of Work.

3.0 **LOGISTICS MANAGEMENT**

3.1 **SENIOR LOGISTICS MANAGEMENT SPECIALIST**

3.1.1 BASIC REQUIREMENTS: Candidates must have had three years of general experience in work which provided evidence of the possession of the ability to: (1) analyze problems, to include identifying relevant factors, gathering pertinent data, and recognizing solutions; (2) plan and organize work; and (3) communicate both orally and in writing. Such experience may have been gained in administrative, professional, technical, investigative, or other responsible work. Successful completion of study at an accredited college/university may be substituted at the rate of one academic year of education for nine months of experience. Thus, successful completion of a full four-year degree would satisfy this general experience requirement.

3.1.2 EXPERIENCE REQUIREMENTS: Candidates must have completed three years of specialized experience. Such experience must demonstrate possession of the following knowledge and skills:

- A. Skill in coordinating the activities of a variety of functions to meet program goals;
- B. Knowledge of the organization and functions of two or more specialized logistical functional areas such as supply, maintenance, procurement, transportation, inventory management, quality assurance, facilities, and/or property management.
- C. General knowledge of such functions as program planning, resource and fiscal management, training, manpower management, and/or automated data processing.

D. Skill in analyzing diverse information to identify real and potential problems and to determine interrelating factors;

E. Skill in applying sound judgement, reaching conclusions, and recommending course of action; and

F. Skill in planning and organizing work involving numerous requirements.

Experience which has demonstrated a candidate's possession of the needed knowledge and skills must have been sufficiently responsible to show clearly the candidate's ability to perform the duties of the position being filled, i.e., candidates should cite experience in performing logistics support for electronic functions. A senior logistics management specialist must demonstrate the ability to provide technical direction/support to other logistic management specialists.

3.2 LOGISTICS MANAGEMENT SPECIALIST

3.2.1 BASIC REQUIREMENTS:

Candidate must have had three years of general experience in work which provided evidence of the possession of the ability: (1) analyze problems, to include identifying relevant factors, gathering pertinent data, and recognizing solutions; (2) plan and organize work; and (3) communicate both orally and in writing. Such experience may have been gained in administrative, professional, technical, investigative, or other responsible work. Successful completion of study at an accredited college/university may be substituted at the rate of one academic year of education for nine months of experience. Thus, successful completion of a full four-year degree would satisfy this general experience requirement.

3.2.2 EXPERIENCE REQUIREMENTS: Candidates must have completed one/two years of specialized experience. Such experience must demonstrate possession of the following knowledge and skills:

A. Skill in coordinating the activities of a variety of functions to meet program goals;

B. Knowledge of the organization and functions of two or more specialized logistical functional areas such as supply, maintenance, procurement, transportation, inventory management, quality assurance, facilities, and/or property management.

C. General knowledge of such functions as program planning, resource and fiscal management, training, manpower management, and/or automated data processing.

D. Skill in analyzing diverse information to identify real and potential problems and to determine interrelating factors;

F. Skill in applying sound judgement, reaching conclusions, and recommending course of action; and

E. Skill in planning and organizing work involving numerous requirements.

Experience which has demonstrated a candidate's possession of the needed knowledge and skills must have been sufficiently responsible to show clearly the candidate's ability to perform the duties of the position being filled, i.e., candidates should cite experience in performing logistics support for electronic functions.

4.0 CONFIGURATION MANAGEMENT

4.1 CONFIGURATION MANAGEMENT SPECIALIST

4.1.1 BASIC REQUIREMENTS: Candidates must possess three years of general experience. General experience is any kind of experience which provided a good basic or general knowledge of the principles of organization, management, and administration. Study successfully completed in an accredited college/university may be substituted at the rate of one year of education for nine months of experience.

4.1.2 EXPERIENCE REQUIREMENTS: Candidates shall have and two/three years of specialized experience. Specialized experience is operating administrative, program, or managerial experience in configuration management functions. The candidate must show sufficient knowledge and skill to perform tasks at a level of difficulty required in the Statement of Work. Successful completion of one year of graduate education in public administration, business administration or other fields directly related to configuration management may substitute for one year of specialized experience. Successful completion of two full years of graduate education in related fields or a master's degree will substitute for two years of specialized experience.

5.0 DATA MANAGEMENT

5.1 DATA MANAGEMENT SPECIALIST

5.1.1 BASIC REQUIREMENTS: Candidates must demonstrate three (3) years of experience which provided a good basic or general knowledge of the principles of organization, management, administrative, or has successfully completed requirements for a bachelor's degree in any field at any accredited college or university.

5.1.2 EXPERIENCE REQUIREMENTS: In addition to basic requirements, candidate has completed two/three years of progressively responsible administrative, program, or managerial experience in the field of data management. Successful completion of one year of graduate education in public administration, business administration or other fields directly related to data management may substitute for one year of specialized experience; two years of such graduate education or a master's degree in an appropriate field will substitute for two years of specialized experience. Candidates must demonstrate sufficient expertise to perform work assignments equivalent in scope and complexity to those task areas described in the Statement of Work (Data Management Section).

5.2 DATA TECHNICIAN

5.2.1 BASIC REQUIREMENTS: Candidates must possess one year of progressively responsible experience which provided knowledge of data management (includes repository, duplication, distribution, etc.). Experience must be such that candidate would be able to perform the functions outlined in the relevant paragraphs of the Statement of Work.

6.0 TECHNICAL DOCUMENTATION

6.1 SENIOR ENGINEERING DRAFTSMAN

6.1.1 BASIC REQUIREMENTS: Candidates must have one year of nonprofessional technical work that also involved preparing engineering drawings using drafting techniques and making mathematical computations. Experience must show a degree of independence that would indicate that candidate could operate as senior draftsman and provide assistance to lower level draftsmen. Selective Placement Factor: Candidate must be a qualified draftsman and be experienced in CAD systems. Experience must be of the scope and complexity to be able to perform the duties outlined in the Statement of Work.

6.2 ENGINEERING DRAFTSMAN

6.2.1 BASIC REQUIREMENTS: Candidates must have one year of directly related experience of independent responsibility in preparing engineering or architectural drawings that are neat, accurate and logically arranged, utilizing the methods and techniques of drafting; making mathematical computations using standardized tables and formulas; and utilizing symbols and terminology used in engineering drawings. Skill level is comparable to Engineering Technician. Experience must have been comparable to the scope and complexity outlined in the Statement of Work.

6.3 TECHNICAL MANUALS WRITER/SPECIFICATIONS WRITER

6.3.1 BASIC REQUIREMENTS: Candidates must demonstrate that he/she has a minimum of three years general experience. General experience is: (1) progressively responsible work in an appropriate scientific, technical, or social service field (or combination of fields) which has required an understanding of the basic concepts and practices in the field, a knowledge of its specialized vocabulary, and the ability to acquire additional information about the field and related fields, or (2) progressively responsible work with equipment, systems, or device which has required an understanding of their principle, operation, and uses and the ability to describe these principles, operations, and uses in simple clear language. Education may substitute for the general experience requirement; e.g., a four-year course of study leading to a bachelor's degree at a college or university of recognized standing may be substituted for the three years of general experience, provided that such a course has included or been supplemented by at least 15 semester hours (with at least one 3-semester hour course above the entry level) in one subject-matter field or in a combination of such fields. The equivalent of 15 semester hours in the appropriate subject-matter field or combinations of fields may have been gained through vocational or educational training above the high school level at a public, private or armed forces school, or through the teaching of the appropriate vocational or training courses in such a school.

6.3.2 EXPERIENCE REQUIREMENTS: Three years of specialized experience is required. Specialized experience is progressively responsible work as a writer or editor of one or more types of technical manuals or specifications. This writing or editing experience must have required the applicant to secure information (1) through interviews with mechanics, repairmen, engineers, and other specialists; (2) through independent reading; (3) through interpretation of blueprints, diagrams, charts, engineering reports, or specifications; (4) through personal operation, maintenance or repair of the equipment, devices, or systems; or (5) through any combination of these methods. Experience as supervising editor of technical manuals prepared by a subordinate or by an outside contractor is also qualifying where such editing has required the same knowledge and skills as those described above. Candidates must demonstrate the ability to perform at a level of difficulty as cited in the Statement of Work (see Technical Data Support section).

6.4 TECHNICAL ILLUSTRATOR

6.4.1 BASIC REQUIREMENT: Candidate must have one year of experience directly related to illustrating. Illustrating is defined as preparation of graphic presentations of objects, facts or ideas requiring the use of art media and artistic ability. Experience must have demonstrated the ability to draw, ink, letter, color or shade illustrations, charts, maps, diagrams or posters. Experience may have been gained in working as a commercial artist or illustrator in the fields of public information, advertising or publishing; or by working with technical or scientific equipment, or entomological, biological, medical or other similar material. Candidates must demonstrate their ability to perform illustration tasks at a level of difficulty commensurate with the illustrator tasks cited in the Statement of Work.

7.0 OPERATIONS RESEARCH

7.1 SENIOR OPERATIONS RESEARCH ANALYST

7.1.1 BASIC REQUIREMENTS: Candidates must show successful completion of a full four-year or longer curriculum in an accredited college/university leading to a bachelor's or higher degree with a course of study that included 24 semester hours of course work in any combination of the following: operations research; mathematics; statistics; logic; and subject-matter courses which require substantial competence in mathematics or statistics.

7.1.2 EXPERIENCE REQUIREMENTS: In addition to the basic requirement, candidates must demonstrate three years of professional operations research experience. The level and complexity of professional work assignments must demonstrate the candidate's ability to successfully perform the tasks cited in the statistical research support section of the Statement of Work. Graduate education may substitute for specialized experience as follows: (1) one full academic year of graduate education substitutes for one year of specialized experience; and (b) completion of two full years of graduate education or completion of a master's or higher degree will substitute for two years of specialized experience. Completion of all requirements for a doctoral degree or three full years of graduate education will substitute for the three years of specialized experience.

7.2 OPERATIONS RESEARCH ANALYST

7.2.1 BASIC REQUIREMENTS: Candidates must show successful completion of a full four-year or longer curriculum in an accredited college/university leading to a bachelor's or higher degree with a course of study that included 24 semester hours of course work in any combination of the following: operations research; mathematics; statistics; logic; and subject-matter courses which require substantial competence in mathematics or statistics.

7.2.2 EXPERIENCE REQUIREMENTS: In addition to this basic requirement, candidates must demonstrate one year of professional experience. The level and complexity of professional work assignments must demonstrate the candidate's ability to successfully perform the tasks cited in the statistical research support section of the Statement of Work. Graduate education may substitute for professional experience as follows: (a) one full academic year of graduate education substitutes for one year of professional experience.

8.0 PROGRAM SUPPORT

8.1 PROGRAM ANALYST

8.1.1 BASIC REQUIREMENT: Candidates must have a minimum of three years of general experience in administrative, professional, technical, investigative, or other responsible nonclerical work. Successfully completed study in an accredited resident institution above the high school level may be substituted for general experience at the rate of one year of education for nine months of experience up to a maximum of four years of education for three years of experience.

8.1.2 EXPERIENCE REQUIREMENTS: In addition to the basic requirement, candidates must complete one year of specialized experience. Specialized experience is progressively responsible experience in work requiring the making of analyses, evaluations, or other substantive determinations with regard to current or projected operating programs. Experience of this kind is normally acquired in positions concerned with the performance of, or with providing nonclerical assistance in operating, managerial, analytical, planning or advisory work involving program interrelationships or interprogram integration. Complexity of work assignments must demonstrate candidates capability to perform program analyst tasks at a level of difficulty

required in the Statement of Work (see program management support services section). One full year of graduate education may substitute for one year of specialized experience.

9.0 COMPUTER SCIENCE

9.1 COMPUTER SPECIALIST

This title covers programming, systems and/or equipment analysis.

9.1.1 BASIC REQUIREMENT (LEVEL I & II): (1) A background which includes three years of work that demonstrates: (a) skill in analyzing problems, to include identifying relevant factors, gathering pertinent information and recognizing solutions, (b) skill in doing thorough, accurate work that required planning a logical sequence of steps, and (c) skill in communicating, both orally and in writing; or (2) completion of a four-year course in an accredited college leading to a bachelor's degree.

9.1.2 EXPERIENCE REQUIREMENTS:

9.1.2.1 Level I: In addition to the basic requirement, candidates should demonstrate a background that includes one year of work that shows a knowledge of computer requirements and techniques in carrying out projects assignments consisting of several related tasks such as typically is the case in the development of minor modifications to parts of a system on the basis of detailed specifications provided. Assignments must have shown completion of the following, or the equivalent: (1) analysis of the interrelationships of pertinent components of the system, (2) planning the sequence of actions necessary to accomplish the assignment, and (3) personal responsibility for at least a segment of the overall project. Candidates must be experience in developing computer programs.

9.1.2.2 Level II: In addition to the basic requirement, candidates should demonstrate two year of work that shows accomplishment of computer project assignments that required a range of knowledge of computer requirements and techniques. For example, this level would be shown by assignments, where on the basis of general design criteria provided, the person developed modifications to parts of a system that required significant revisions in the logic or techniques used in the original development. At this level, candidates must show: (1) knowledge of the customary approaches, techniques and requirements appropriate to an assigned computer applications area or computer specialty area in organization; (2) planning the sequence of actions necessary to accomplish the assignment where this has entailed (a) coordination with others outside the organizational unit, and (b) development of project controls; and (3) adoption of guidelines or precedents to the needs of the assignment. Education may substitute for experience as follows: completion of three full academic years of graduate study, or all requirements for a doctoral degree (Ph.D. or equivalent), in a computer field such as computer science, data processing or information processing science when (1) the position to be filled involves highly specialized work and (2) the graduate work is directly pertinent to the duties and responsibilities of the position. Candidates must be experienced in developing computer programs.

9.2 COMPUTER CLERK

9.2.1 BASIC REQUIREMENTS: Candidates must possess one year of experience directly related to operation of a control console of a digital computer (personal computer type). This must also involve manipulation of data and operation of peripheral equipment. Experience may be demonstrated by performing such tasks as sorting, merging, and organizing test data and maintaining files. Two years of education above the high school level will substitute for this experience requirement. Selective Placement Factor: Demonstrated proficiency in computer operation and associated duties (job experience or relevant course work).

10.0 PROCUREMENT

10.1 SENIOR PROCUREMENT ANALYST

10.1.1 BASIC REQUIREMENTS: Candidates must possess one year of directly related experience. This experience must have been at a level of scope and complexity to perform the work outlined in the Statement of Work. This experience must have provided the following: (1) through knowledge of contracting methods, contract types and contracting principles and procedures applicable to the full range of pre-award, post-award or price/cost analysis activities involving complex and diversified products, services or construction (e.g., (1) engineering and manufacturing requirements of major types equipment, technical services or services involving major equipment and vehicle overhaul, research and development including technology development of demonstrated projects, complex computerized management information and process control systems or a system in support of research and development or large-scale procurements of specialized commodities or services to meet the consolidated requirements of the agency, directorate(s); and (2) familiarity with business practices and market conditions applicable to program and technical requirements sufficient to identify or develop new sources; evaluate the responsibility of the contractor to perform the contract in terms of present commitments, financial soundness, adequacy of management systems and capacity of facilities; determine the reasonableness of price and/or cost proposals including evaluation of individual cost elements; evaluate the progress and performance of the contractor; or evaluate the extent of work completed and negotiate settlements.) Selective Placement Factor: Experience analyzing proposed prices or costs, including such aspects as evaluating technical and audit reports, forecasting price trends, evaluating economic factors, estimating production efficiencies and evaluating methods of allocating costs through various types of overhead and general and administrative expense. Additionally, successful completion of procurement training courses (Government Contract Law, Defense Cost and Price Analysis, Defense Acquisition Contracts, etc.).

11.0 ADMINISTRATIVE ASSISTANT

11.1 BASIC REQUIREMENTS: This position requires experience in administrative or clerical work which demonstrated possession of the knowledge, skills, and abilities required to serve as a principal office assistant which included all of the following: (1) ability to organize effectively the flow of clerical process in an office; (2) ability to make arrangements for such things as travel, conferences, and meetings; (3) ability to locate and assemble information for various reports, briefings, and conferences; and (4) ability to compose nontechnical correspondence. Applicants must be able to type a minimum of 40 words per minute. The ability to use a variety of personal computers would be helpful. The candidate's record must clearly show the ability to perform the administrative support functions cited in the Statement of Work.

12.0 SAFETY ENGINEER/TECHNICIAN

12.1 Safety Engineer: Education and experience must demonstrate ability in safety engineering. One year of experience associated with health research, energy generation, construction, industrial and manufacturing operations, recreation or transportation. Selective Placement Factor: Experience directly related to the task areas listed in the Statement of Work and certification by Board of Certified Safety Professionals.

12.1.2 Safety Technician: Candidates must possess one year of specialized experience directly related which involved identifying, preventing or eliminating safety hazards in work methods/facilities or environmental conditions; or safety training or promotion. Such experience must have provided a practical knowledge of occupational safety hazards, survey techniques and control and preventive methods. Selective Placement Factor: Experience directly related to the task areas listed in the Statement of Work and certification by Board of Certified Safety Professionals.

13.0 ENVIRONMENTAL PROTECTION SPECIALIST Level I & II

13.1 Basic Requirements: Candidates must possess one year of directly related experience. This experience must have provided knowledge of biological and chemical theories, practices, environmental concepts and principles applicable to an environmental protection program. Additionally, it must have included analysis and resolution of environmental problems such as water and air quality problems, disposal of solid and hazardous waste and protection of natural resources. Experience must have been of a level of complexity to be able to perform the assignments outlined in the Statement of Work. Skill level determinations will be made from scope and complexity of experience.

14.0 MATHEMATICAL STATISTICIAN

14.1 Basic Requirements: Degree--which includes 24 semester hours of mathematics and statistics, of which at least 12 semester hours are in mathematics and 6 semester hours are in statistics. A combination of education and experience may be creditable if candidate possesses at least 24 semester hours of mathematics and statistics, including at least 12 hours in mathematics and 6 hours in statistics, plus appropriate experience or other education.

Additionally, candidates must possess one year of directly related experience. This experience should include evidence of professional work such as sampling; collecting, computing and analyzing statistical data; and applying known statistical techniques to data such as measurement of central tendency, dispersion, skewness, sampling error, simple and multiple correlation, analysis of variance and tests of significance. Assignments must have demonstrated ability to perform the duties outlined in the Statement of Work.

15.0 RESEARCH PHYSICIST

15.1 Basic Requirement: A or B (below) is required to meet basic requirements.

A. A degree in physics or related degree which includes at least 24 semester hours in physics.

B. A combination of education and experience--courses equivalent to a major in physics totaling 24 semester hours, plus appropriate experience or additional education.

In either A or B above, the courses must include a fundamental course in general physics and, in addition, courses in any two of the following: electricity and magnetism, heat, light, mechanics, modern physics and sound.

15.1.2 Professional Experience/Education: A Ph.D. or equivalent doctoral degree is fully qualifying for this position. Absent a Ph.D. candidates must possess one year of specialized experience which is directly related to this position. Selective Placement Factor: Knowledge of the field of ordnance engineering and experience which demonstrates the ability to perform the functions outlined in the Statement of Work.

16.0 RESEARCH CHEMIST

16.1 Basic Requirements: A or B (below) is required to meet the basic requirements.

A. A degree in physical sciences, life sciences, or engineering, which includes 30 semester hours in chemistry, supplemented by course work in mathematics through differential and integral calculus and at least 6 semester hours of physics.

B. A combination of education and experience--course work equivalent to a major as shown in A (above), including at least 30 semester hours in chemistry, supplemented by mathematics through differential and integral calculus and at least 6 semester hours of physics, plus appropriate experience or additional education.

16.1.2 Professional Experience/Education: A Ph.D. or equivalent degree is fully qualifying for this position. Absent a Ph.D, candidates must possess one year of specialized experience which is directly related to this position. Selective Placement Factor: Knowledge of the field of ordnance engineering and experience which demonstrates ability to perform the functions outlined in the Statement of Work.

17.0 QUALITY ASSURANCE SPECIALIST Level I & II

17.1 Candidates must possess one year of directly related experience. This is experience which demonstrated a practical knowledge in monitoring, controlling or maintaining the quality of products or services in quality assurance, procurement, inspection, production or related areas. Level I and II skill determination to be made from scope and complexity of experience. Selective Placement Factor: Experience demonstrates ability to perform duties outlined in the Statement of Work and knowledge of ordnance engineering.

ORDNANCE PROGRAMS/SYSTEMS/EQUIPMENT

The following are examples of ordnance programs, systems and equipment that are included within the scope of the Statement of Work.

CONVENTIONAL AMMUNITION ENGINEERING

TRIDENT II (E5)/TRIDENT (C4)/POSEIDON (C3) MISSILE SYSTEMS
STANDARD MISSILE
SIDEWINDER
SPARROW
MARINE CORPS CLASS V (W) GROUND AMMUNITION ENGINEERING SUPPORT
NAVY GUN AMMUNITION
SRBOC

PYROTECHNICS

UNDERWATER COUNTERMEASURES MUNITION SYSTEMS
HANDHELD DISTRESS SIGNALS
DECOY FLARES
ROCKET ILLUMINATION WARHEADS
MARINE LOCATION MARKERS
DEMOLITION DEVICES

SMALL ARMS

M242 25mm SHIP GUN
CLOSE ASSAULT WEAPONS
SMALL ARMS AMMUNITION

GUN & GUN FIRE CONTROL SYSTEMS

MK 34 GUN WEAPON SYSTEM
CLOSE IN WEAPONS SYSTEMS
MK 68 GUN FIRE CONTROL SYSTEM

SURFACE MISSILE SYSTEMS LAUNCHERS

MK 46 DECOY LAUNCHER
SMS LAUNCHERS

DEFINITION OF STRAIGHT TIME AND OVERTIME

(a) **Straight (Regular) Time:** is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

(b) **Overtime:** is usually defined as any work in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. Overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Ordering Officer.

ITEM(S) 0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

SECTION "D" - PACKAGING AND MARKING

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: _____
(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number
Item Number
Lot Number (when applicable)
Part Number
National Stock Number
Contractor Model Number
Serial Number
Packing Date
Attn: Code *_____, Bldg. *_____

*This information will be filled in for any delivery order requiring delivery of hardware items.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified of each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

II. DEPARTMENT OF DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Inspection of Supplies-Cost Reimbursement (Apr 1984)	52.246-03
Inspection of Services--Cost reimbursement (Apr 1984)	52.246-05
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) 0001 - Acceptance shall be made at NSWC Crane by the COR upon approval of the technical specialist.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Inspection and acceptance of any hardware deliverables shall be made at destination by a representative of the Government.

ACCEPTANCE VERIFICATION

The Government shall accept/reject supplies/services to be provided hereunder within 45 days after receipt of supplies/services at NSWC Crane.

SECTION "F" - DELIVERIES OR PERFORMANCEPART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Stop Work Order (Aug 1989)--Alternate I (Apr 1984)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.O.B. Destination (Nov 1991)	52.247-34
F.O.B. Point for Delivery of Government-Furnished Property (Apr 1984)	52.247-55

CLAUSES IN FULL TEXT**DATA DELIVERY LANGUAGE FOR SERVICE PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

DELIVERY OF DATA

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S)	FROM	TO
0001	Date of contract award	3 years after contract award

**Tasks to be identified with individual delivery order*

**Options I and II, if exercised, will be for a period of performance of one year each.*

0002	In accordance with DD 1423(s)
------	-------------------------------

TIME OF PERFORMANCE (SERVICES)

Services to be furnished under Item 0001 hereunder shall be performed and completed within 1,095 days from effective date of the contract. The time of performance may be extended by the exercise of options via written modification to the contract as provided for elsewhere herein.

TIME OF DELIVERY (INDEFINITE DELIVERY ORDERS)

The services to be furnished hereunder shall be performed within the performance period stated in each individual delivery order.

CONTRACTOR PERFORMANCE UNDER DELIVERY ORDER (JAN 1992) (NAVSUP)

The contractor shall perform as set forth in delivery orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated manhours for each labor category in the delivery order(s), the contractor may increase or decrease the manhours for designated labor categories as deemed necessary in order to satisfactorily perform the delivery order. In no event, however, shall the contractor exceed the total amount of funds in the order, unless such amount is subsequently increased by modification.

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER
BLDG 41S CODE 1121
NAVSURFWARCENDIV
CRANE, IN 47522-5011
Mark For: *
Attn: *

*Identified on each individual delivery order.

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

SECTION "G" - CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative (Dec 1991)

252.201-7000

CLAUSES IN FULL TEXT

CONTRACT ADMINISTRATION PLAN FOR A COMPLEX COST REIMBURSEMENT CONTRACT

Ref: NAVSUPINST 4330.7A; Service Contract Administration

1. Introduction. In order to effectively administer this contract, the following delineation of duties is provided. The names, addresses and phone numbers for the individual or offices shall be included in the contract award document. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the function assigned.

2. Procuring Contracting Office (PCO) is responsible for:

- a. All Pre-Award information, questions, or data.
- b. Freedom of Information Act Inquiries.
- c. Changes, questions, or information regarding the scope, terms or conditions of the basic contract document.
- d. Conducting Post Award Conferences.
- e. Consent to the placement of subcontracts in accordance with FAR 52.244-2, Subcontracts under Cost-Reimbursement and Letter Contracts.
- f. Performing cost analyses of contractor's delivery order cost proposals.
- g. Reviewing and evaluating the contractor's (delivery order) cost proposals under FAR Subpart 15.8.
- h. Ensuring timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts (delivery orders).
- i. Negotiate and execute modifications for settlement of partial and complete contract terminations for convenience.

3. Contract Administration Office (CAO):

a. The CAO function will be performed jointly by the Administrative Contracting Officer (ACO) at the cognizant DCMAO Office and by the Procuring Contracting Officer (PCO) at the Crane Division, NAVSURFWARCENDIV in accordance with FAR 42.302 and DFAR 242.302 as follows:

The ACO shall perform the following:

(1) At the DCMAO Office:

- (a) Review the contractor's compensation structure
- (b) Review the contractor's insurance plans.

(c) Negotiate forward pricing rate agreements and advance agreements applicable to treatment of costs.

(d) Establish final indirect cost rates, bidding and billing rates for those contractors and subcontractors within their area of cognizance; approve award fee vouchers and final vouchers.

(e) In connection with Cost Accounting Standards (See Part 30) -

(i) Determine the adequacy of the contractor's disclosure statements;

(ii) Determine whether disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(iii) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(iv) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(f) Monitor the Contractor's financial condition and advise the PCO when it jeopardizes contract performance

(g) Issue tax exemption certificates.

(h) For classified contracts, (Delivery Orders) administer those portions of the applicable industrial security program designated as ACO responsibilities.

(i) Process and execute Novation and Change of Name Agreements.

(j) Perform necessary screening, redistribution, and disposal of contractor inventory.

(k) Monitor contractor industrial labor relations matters under the contract; apprise the contracting officer and, if designated by the agency, the cognizant labor relations advisor, of actual or potential labor disputes; and coordinate the removal of urgently required material from the strikebound contractor's plant upon instruction from, and authorization of, the contracting officer.

(l) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(m) Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data.

(n) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(o) Review, evaluate, and approve plant or division-wide small and small disadvantaged business master subcontracting plans.

(p) Obtain the contractor's currently approved company- or division-wide plans for small business and small disadvantaged business subcontracting for its commercial products, or, if there is no currently approved plan, assist the contracting officer in evaluating the plans for those products.

(q) Assist the contracting officer, upon request, in evaluating an offeror's proposed small business and small disadvantaged business subcontracting plans, including documentation of compliance with similar plans under prior contracts.

(r) By periodic surveillance, ensure the contractor's compliance with small business and small disadvantaged business subcontracting plans and any labor surplus area contractual requirements; maintain documentation of the contractor's performance under compliance with these plans and requirements; and provide advice and assistance to the firms involved, as appropriate.

(2) Crane Division, NAVSURFWARCENDIV:

(a) All other Contract Administration functions not listed in (1) above shall be performed by the CAO (NAVSURFWARCENDIV Crane, Indiana) in accordance with FAR 42.302 and DFAR 242.302.

4. Defense Contract Audit Agency (DCAA) is responsible for audit verification and final audit of this contract prior to final payment to the contractor.

5. Contracting Officer's Representative (COR) is responsible for:

a. Monitoring overall quality assurance of services performed, and acceptance or rejection of the services or deliverables. Ensuring contractor compliance with contractual quality assurance requirements in accordance with FAR Part 46 on a delivery order basis as applicable.

b. Technical advice, recommendations and clarification on the Statements of Work.

c. Providing technical expertise to both the PCO and ACO with regard to technical requirements and reasonableness of costs incurred.

d. Approval of contractor travel requirements, for which time and date have not been specifically identified in the statement of work; the contractor's proposal; and the delivery order requirements; through issuance of Technical Direction Letters.

e. Submit written reports on the performance of the contractor to the PCO via monthly status reports and award fee evaluation reports. The reports shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.

f. Maintain appropriate file documentation to support the COR's actions under this paragraph 5.

g. Monitor contractor performance to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO. Particular emphasis will be placed on personnel working in specific labor categories to insure their qualifications match the labor categories the contractor initially utilized in formulating their proposal, and that the labor categories are proper relative to labor rates proposed in the delivery orders.

h. Assist the TPM or PCO in reviewing and evaluating contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.

i. Ensure TPM conducts surveillance of contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and

alert the contracting officer to any perceived difficulties on the basic contract and individual delivery orders. This includes reviewing the contractor's progress reports and furnishing the contracting officer, as appropriate, written comments, based on the reports and the Cor's personal observations.

j. Ensure that invoices/vouchers are reviewed in an expeditious manner. Ensure review of Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, to ensure that the effort was expended toward the completion of one of the line item deliverables in the contract and its comparability to other documents. CORs shall use a forwarding letter detailing exceptions to the contractor's invoice/vouchers. Upon final contract audit close-out, the final invoice/vouchers for any order will not be processed for payment by the payment officer until receipt of the COR's complete concurrence as noted above, plus certification of inspection and acceptance of services performed.

k. Alert the contracting officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the contracting officer with proposed actions required to eliminate or overcome the causes and to recover the slippage if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the appropriate contracting officer.

l. Furnish the contracting officer with any contractor or technical code request for change, deviation, or waiver, including timely submission of supporting analysis and other required documentation.

m. Monitors, through the TPM, for timely, written certification of the inspection and acceptance of the services performed and statement of completion of delivery orders utilizing the User Certification of Delivery Order Completion Form. A copy of this form shall be furnished to the contracting officer.

n. Conducts surveillance of the contractor's performance by monitoring, or causing to be monitored, contractor performance using the technique of floor checks and other random audits. This requires actual on-site observation of contractor's employees performing under the contract.

o. Insure strict compliance with DOD Directive 5500.7 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.

p. Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippage in contract delivery schedules.

q. Shall develop, establish, and implement procedures to ensure that compliance with the requirements of this CAP are met.

r. The COR shall perform duties assigned in CAP in accordance with NAVSUPINST 4205.3 "Contracting Officer's Representative (COR)".

s. Issue Technical Directions Letters, as applicable.

t. Performing property administration in accordance with FAR Part 45.

u. Performing services surveillance to assess compliance with contractual terms for utilization of proposed labor, schedule, cost and technical performance in the areas of design, development, production, and program evaluation.

v. Evaluating for adequacy and performing surveillance of contractors consulting efforts and management systems that relate to program design, development, production, engineering changes, subcontractors, tests, management of human resources, program reliability and industrial improvement practices, data control systems, operations management, and independent research and development.

w. Reporting to the contracting office any inadequacies noted in specifications or requirement.

x. Mediating between the TPM and the contractor in evaluating and making recommendations for acceptance or rejection of waivers and deviations.

y. Ensuring timely submission of required reports.

The COR shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the contract.
- Authorize the expenditure of funds except as expressly provided in the contract or this CAP.
- Supervise the contractor's employees.
- Perform any action that would result in the contract being changed from non-personal to a personal services contract.

6. Fee Determining Official (FDO) is responsible for designating technical and administrative personnel to observe, examine, review, and report on the performance of the contractor under this contract. The FDO is responsible for appointing a Performance Evaluation Board (PEB) consisting of not less than five (5) members.

7. Performance Evaluation Board (PEB) is responsible for reviewing contractor performance reports, making independent investigations deemed necessary, and making recommendations to the FDO concerning evaluation grades, the amount of award fee earned and recommended for payment, and the nature, quality and extent of documentation to be furnished the contractor concerning his performance.

8. Ordering Officer is responsible for issuance of delivery orders against the basic contract. The ordering officer is an individual appointed by the Commanding Officer. All ordering officers shall have a valid warrant. In addition, the ordering officer is responsible for the following:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued.
- b. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
- c. Obligating the funds by issuance of the Delivery Order.
- d. Authorization for use of overtime.
- e. Authority to begin performance.
- f. Monitoring of total cost of delivery orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to a cost plus award fee pricing arrangement.
- b. No order shall be placed in excess of \$1,000,000 without the prior approval of the PCO.
- c. No order shall be placed with delivery requirements in excess of the authorized period of performance on the basic delivery contract, unless agreed to by the contractor.

Only the Ordering/Contracting Officer (within his/her specific delegation) shall have the authority to request proposals, negotiate prices and obligate the Government.

9. Requiring Technical Activity (RTA-POC) is responsible for:

- a. Independent Government Estimates.
- b. Providing appropriate funding for all contract/delivery order and contract/delivery order modifications requiring funds.
- c. Workable procurement package(s) to the Crane Division, NAVSURFWARCENDIV Contract Administration Office.

10. Technical Performance Monitors (TPM) are responsible for:

- a. Meetings with contractor personnel assigned to delivery orders.
- b. Planning/performance of assessment visits.
- c. Conducting assessment visits and discussing results with appropriate contractor personnel.
- d. Forwarding copies of all findings of assessments to the Cor.
- e. Reviewing change proposals for proper classification, and when required, for need, adequacy of design, producibility, and impact on quality, reliability, schedule, cost; submit comments to the contracting officer.
- f. Review and evaluate contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.
- g. The TPM will indicate complete or partial concurrence with the Contractor's invoice/voucher by completing the Contractor Invoice Review Form.
- h. Inspection, acceptance and approval of all Data Deliverables delivered via the delivery order.
- i. Providing the Contract Administration Office (CAO) with Inspection, acceptance and approval Documentation for retention files.
- j. Monitor, assess, and evaluate the contractor's effort on assigned delivery orders.
- k. Ensuring Contractor compliance with contractual health and safety requirements for on-site personnel

The TPM shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the contract.
- Authorize the expenditure of funds.
- Supervise the contractor's employees.
- Perform any action that would result in the contract being changed from non-personal to a personal services contract.

CLAUSES IN FULL

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this contract is:

Name: Linda Davis
Telephone: 812-854-3310
Mailing Address: COMMANDER
Code 053LD, Bldg. CTR-1
NAVSURFWARCENDIV
300 Highway 361
Crane IN 47522-5001

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have

authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract.

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract; or until the issue has been otherwise resolved.

(d) The Alternate COR for this Contract is:

Name: Kevin Coats
Telephone No. 812-854-3909
Mailing Address: COMMANDER
Code 053KC, Bldg. CTR-2
NAVSURFWARCENDIV
300 Highway 361
Crane IN 47522-5001

The contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

PURCHASING OFFICE REPRESENTATIVE: COMMANDER
ATTN: Mr. Don Davis
Code 1164ED, Bldg. 64
NAVAL SURFACE WARFARE CENTER
300 Highway 361
CRANE IN 47522-5011
Telephone No. 812-854-3709

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS 5252.232-9001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four copies, to the contract auditor at the following address:

*To be filled in at time of award

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Contracting Officer. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment

invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance shall be provided with each invoice submittal.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

INVOICES FOR CLASSIFIED CONTRACTS (JUL 1992) (NAPS 5252.232-9002)

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N_____, Item 0001, 100 EA @ \$1.00 - \$100.00." The security classification shown on the contract shall not appear on the invoice.

ADDITIONAL INVOICING INSTRUCTIONS (NSWC)

For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made upon the basis of the DCAA approved invoice/voucher. The COR will review his/her copy of the invoice/voucher in conjunction with the Certificate of Performance. Complete concurrence with the contractor billing will be evidenced by COR completion of the Certificate of Performance and forwarding of same by letter to DCAA. In the case of partial DCAA in his/her transmittal letter and applicable Certificate of Performance of that portion with which he takes exception. Upon receiving notification from the COR of exceptions taken, DCAA will be responsible for notifying the contractor in writing of the billing discrepancy. The contractor will be required to resolve the billing discrepancy with the COR and correct the discrepancy on the next set of invoices/vouchers. A statement of discrepancy and corrective action taken will be included on the Certificate of Performance.

SECURITY ADMINISTRATION

The highest level of security required under this contract is secret as designated on

DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, _____^{*}
_____ Region, is designated Security Administrator for the purpose of administering
all elements of military security hereunder.

* To be filled in at time of award.

SCIENTIFIC AND TECHNICAL REPORTS

The contractor shall furnish scientific and technical reports to Defense Technical
Information Center (DTIC), ATTN: DTIC-FDAC Cameron Station, Alexandria, VA 22304-6145.
NOTE: When agencies require that completed reports be covered by a Report Documentation
Page, Standard Form 298, the contractor shall submit a copy with the report.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED			
ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
	\$	\$	

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

ALLOTMENT OF FUNDS - ALTERNATE I (MAY 1993) (NAVSEA 5252.232-9104) ALT I

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in Section B. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ESTIMATED EST COST	BASE FEE	AWARD FEE	PERIOD OF PERFORMANCE
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\$	\$	\$	
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990) (NAVSEA 5252.245-9115)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s). The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE (CA) (JAN 1990) (NAVSEA 5252.249-9105)

In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

*See Individual Delivery Orders for applicable GFP

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (JUL 1995) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (A&E) (DEC 1995) (NAVSEA)

(a) Definition, The term Ammunition and Explosives (A&E) is defined in the clause Safety Precautions for Ammunition and Explosives (DFARS 252.223-7002) and applies to this clause.

(b) Notices

(1) The requirements specified herein are in addition to those set forth in the Government Property clause of this contract.

(2) A&E provided as Government Furnished Material (GFM) will be shipped from lots-found to be acceptable by the Government for the intended application.- In addition to contractor tracking, the Government reserves the right to track Government Furnished A&E provided to contractors to ensure the requirements of this clause are met. Any Government tracking shall not relieve the contractor of its responsibility to fully comply with this clause.

(c) Special Procedures

(1) The contractor shall establish, track, and maintain written records of GFM containing A&E by National Stock Number (NSN) or part number, . lot number, nomenclature, storage location, quantity, and date of receipt.

(2) GFM containing A&E shall be stored in accordance with the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, and specific contract requirements. Containers shall be free from any contamination or hazardous waste and shall be clearly marked with the NSN or part number, lot number, nomenclature, and quantity. The contractor is responsible for maintaining a storage environment for all A&E which will maximize the stability And avoid contamination of the materials in order to ensure safety and product conformance.

(3) The contractor shall be subject to a Government surveillance process for GFM containing A&E to ensure that the materials are safe for continued storage. The surveillance process shall include, as a minimum, periodic on-site inspections of A&E by Government representatives and shall ensure that the restrictions, suspensions, and limitations imposed by the cognizant Government component have been followed by the contractor. Particular attention shall be directed to the stability of nitrocellulose-based and nitrate ester-based materials. The surveillance process also shall include disposal and disposal verification procedures for those materials which are unsafe to store.

(4) If required by the contracting officer, the contractor shall ship samples of A&E in its possession to Government testing facilities. A&E samples will be shipped with the Contract Number, NSN or part number, lot number, nomenclature, and quantity clearly marked on the Bill of Lading. Attached to the Bill of Lading will be a notice of the shipment's suspension or restriction status. Failure to comply may result in rejection of the material at the destination. Any costs associated with the rejection of unauthorized shipments shall be borne by the contractor.

(5) The contracting officer shall promptly inform the contractor in writing of reclassification actions taken by the Government that render GFM containing A&E as unserviceable, suspended, or restricted. Upon receipt of such a notice, the contractor shall immediately follow the instructions contained within the notice. The contractor may request further instructions from the Administrative Contracting Officer (ACO).

(6) Within 30 days of completion of production or termination of a contract, the contractor shall request disposition instructions from the ACO for any residual, unserviceable, suspended, or restricted GFM containing A&E. Residual GFM containing A&E shall be dispositioned by the contracting officer, and the contractor shall be notified through the ACO not later than 90 days from the date the contractor has requested disposition instructions from the ACO.

(7) If the disposition instructions direct shipment to a Government disposal or storage activity, the contractor shall obtain verification of the contents and marking by a Defense Contracts Management Command Quality Assurance Representative prior to shipment. Additionally, the contractor shall notify the receiving activity 30 days prior to shipment and provide a detailed list of A&E being returned. Returned materials will be shipped with the contract number, NSN or part number, lot number, nomenclature, and quantity clearly marked. Attached to the Bill of Lading will be a notice of the shipment's suspension or restriction status. Failure to comply may result in rejection of the material at the destination. Any costs associated with the rejection of unauthorized shipments shall be borne by the contractor.

(8) If the contractor has the capability to dispose of these materials at its facility and has been instructed to do so through disposition instructions, the contractor shall provide written notice to the contracting officer identifying the materials they are disposing of by the contract number, NSN or part number, lot number, nomenclature, quantity, and the date the disposition of the materials was accomplished.

(9) Where the contractor ships residual, unserviceable suspended, or restricted GFM containing A&E to a Government storage, testing, or disposal site, or effects contractor disposal, the contractor will be entitled to an equitable adjustment. The contractor shall provide shipment or disposal cost or price information sufficient to enable evaluation and negotiation of an equitable adjustment in contract price.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders.

For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays:

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Years Day	1 January
Martin Luther King Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September

Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

SECTION "I" - CONTRACT CLAUSESPART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	52.203-08
Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)	52.203-12
Security Requirements (Aug 1996)	52.204-02
Printing/Copying Double-Sided on Recycled Paper (Jun 1996)	52.204-04
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)	52.209-06
New Material (May 1995)	52.211-05
Other than New Material, Residual Inventory, and Former Government Surplus Property (May 1995)	52.211-07
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Audit and Records Negotiation (Aug 1996)	52.215-02
Integrity of Unit Prices (Jan 1997)	52.215-26
Order of Precedence (Jan 1986)	52.215-33
Notification of Ownership Change (Feb 1995)	52.215-40
Allowable Cost and Payment (Mar 1997)	52.216-07
Option to Extend Services (Aug 1989)	52.217-08
Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 1995)	52.219-08
Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Aug 1996)	52.219-09

Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan - Alternate II (Mar 1996)	52.219-09
Liquidated Damages Subcontracting Plan (Oct 1995)	52.219-16
Payment of Overtime Premiums (Jul 1990)	52.222-02
Convict Labor (Aug 1996)	52.222-03
Contract Work Hours and Safety Standards Act--Overtime Compensation (Jul 1995)	52.222-04
Walsh-Healey Public Contracts Act (Dec 1996)	52.222-20
Equal Opportunity (Apr 1984)	52.222-26
Equal Opportunity Preaward Clearance of Subcontracts (Apr 1984)	52.222-28
Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984)	52.222-35
Affirmative Action for Handicapped Workers (Apr 1984)	52.222-36
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 1988)	52.222-37
Service Contract Act of 1965, as Amended (May 1989)	52.222-41
Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (May 1989)	52.222-43
Fair Labor Standards Act and Service Contract Act--Price Adjustment (May 1989)	52.222-44
Clean Air and Water (Apr 1984)	52.223-02
Drug-Free Workplace (Jan 1997)	52.223-06
Toxic Chemical Release Reporting (Oct 1996)	52.223-14
Privacy Act Notification (Apr 1984)	52.224-01
Privacy Act (Apr 1984)	52.224-02
Duty-Free Entry (Apr 1984)	52.225-10
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11
Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Sep 1996)	52.226-01
Authorization and Consent (Jul 1995)	52.227-01
Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	52.227-02

Filing of Patent Applications--Classified Subject Matter (Apr 1984)	52.227-10
Patent Rights--Retention by the Contractor (Short Form) (Jun 1988)	52.227-11
Patent Rights--Retention by the Contractor (Long Form) (Jan 1997)	52.227-12
Patent Rights--Acquisition by the Government (Jan 1997)	52.227-13
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Administration of Cost Accounting Standards (Apr 1996)	52.230-06
Interest (Jun 1996)	52.232-17
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Limitation of Cost (Apr 1984)	52.232-20
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Assignment of Claims (Jan 1986)	52.232-23
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Mandatory Information for Electronic Funds Transfer Payment (Aug 1996)	52.232-33
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Protest After Award (Aug 1996)--Alternate I (Jun 1985)	52.233-03
Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	52.237-02
Continuity of Services (Jan 1991)	52.237-03
Privacy or Security Safeguards (Aug 1996)	52.239-01
Notice of Intent to Disallow Costs (Apr 1984)	52.242-01
Penalties for Unallowable Costs (Oct 1995)	52.242-03
Certification of Indirect Costs (Jan 1997)	52.242-04
Bankruptcy (Jul 1995)	52.242-13
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Subcontracts (Cost-Reimbursement and Letter Contracts --Alternate I (Feb 1997)	52.244-02
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Preference for U.S. Flag Air Carriers (Jan 1997)	52.247-63
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PART II

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Disclosure of Information (Dec 1991)	252.204-7000
Payment of Subline Items Not Separately Priced (Dec 1991)	252.204-7002
Control of Government Personnel Work Product (Apr 1992)	252.204-7003
Provision of Information to Cooperative Agreement Holders (Dec 1991)	252.205-7000

Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces Treaty (Nov 1995)	252.209-7000
Reporting of Commercial Transactions with the Government of a Terrorist Country (Sep 1994)	252.209-7004
Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (May 1994)	252.219-7003
Safety Precautions for Ammunition and Explosives (May 1994)	252.223-7002
Change in Place of Performance--Ammunition and Explosives (Dec 1991)	252.223-7003
Drug-Free Work Force (Sep 1988)	252.223-7004
Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)	252.223-7006
Duty-Free Entry--Qualifying Country End Products and Supplies (Dec 1991)	252-225-7009
Duty-Free Entry--Additional Provisions (Dec 1991)	252.225-7010
Preference for Certain Domestic Commodities (Nov 1995)	252.225-7012
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Deferred Delivery of Technical Data or Computer Software (Apr 1988)	252.227-7026
Deferred Ordering of Technical Data or Computer Software (Apr 1988)	252.227-7027
Technical Data--Withholding of Payment (Oct 1988)	252.227-7030
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Certification of Technical Data Conformity (Jan 1997)	252.227-7036
Validation of Restrictive Markings on Technical Data (Nov 1995)	252.227-7037

Patents--Reporting Subject Inventions (Apr 1990)	252.227-7039
Supplemental Cost Principles (Dec 1991)	252.231-7000
Reduction or Suspension of Contract Payments Upon Finding of Fraud (Aug 1992)	252.232-7006
Certification of Claims and Requests for Adjustment or Relief (May 1994)	252.233-7000
Protection Against Compromising Emanations (Dec 1991)	252.239-7000
Postaward Conference (Dec 1991)	252.242-7000
Submission of Commercial Freight Bills for Audits (Dec 1991)	252.242-7002
Material Management and Accounting System Requirements and Standards (Sep 1996)	252.242-7004
Reports of Government Property (May 1984)	252.245-7001
Material Inspection and Receiving Reports (Dec 1991)	252.246-7000
Warranty of Data (Dec 1991)	252.246-7001
Preparation of Value Engineering Change Proposals (May 1994)	252.248-7000
Notification of Substantial Impact on Employment (Dec 1991)	252.249-7001

CLAUSES IN FULL TEXT

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATION. (JAN 1997) (FAR 52.215-42)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, review, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract)

is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through 1 March 2001. (may be extended if options are exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 120 Hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 50,000 Hours

(2) Any order for a combination of items in excess of 100,000 Hours; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 April 2001. (may be extended if options are exercised)

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 89) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1020 days of effective date of contract for OPTION I and within 60 days of the completion of OPTION II; *provided*, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months).

PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (FAR 52.222-2)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * zero or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel. *Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) (FAR 52.222-42)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary wage- Fringe Benefits
<u>Data Management Specialist, GS-9</u>	<u>\$14.90</u>
<u>Computer Clerk, GS-6</u>	<u>\$10.96</u>
<u>Technical Illustrator, GS-8</u>	<u>\$13.49</u>
<u>Technical Writer/Editor, GS-8</u>	<u>\$13.49</u>
<u>Senior Engineering Tech, GS-11</u>	<u>\$18.03</u>
<u>Technician, GS-9</u>	<u>\$14.90</u>
<u>Senior Engineering Draftsman, GS-11</u>	<u>\$18.03</u>
<u>Engineering Draftsman, GS-9</u>	<u>\$14.90</u>
<u>Configuration Management Spec, GS-11</u>	<u>\$18.03</u>
<u>Senior Logistics Mgmt Spec, GS-11</u>	<u>\$18.03</u>
<u>Logistics Mgmt Spec, GS-9</u>	<u>\$14.90</u>
<u>Administrative Asst, GS-6</u>	<u>\$10.96</u>
<u>Sr Procurement Analyst, GS-11</u>	<u>\$18.03</u>
<u>Program Analyst, GS-11</u>	<u>\$18.03</u>

<u>Data Technician, GS-7</u>	<u>\$12.18</u>
<u>Safety Engineer/Tech, GS-9</u>	<u>\$14.90</u>
<u>Environmental Protection Spec, GS-9</u>	<u>\$14.90</u>

SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) Alt I (MAR 1996) 52.244-2

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if--

(1)The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2)The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3)The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4)This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)(i) A description of the supplies or services to be subcontracted.

(ii)Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontracts placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17, Incentive Price Revision--Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

INCENTIVE PROGRAM FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (NOV 1995)
(DFARS 252.219-7005)

(a) If the Contractor exceeds the small disadvantaged business, historically black

college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive (Insert appropriate number between one and ten percent of the excess).

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (DFARS 252.223-7007)(Feb 1996)

(a) *Definitions.*

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DOD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as

Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY

(c) The Contractor shall comply with the requirements of DOD 5100.76-M, as specified in the statement of work. The edition of DOD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991) (DFARS 252.225-7008)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

CERTIFICATION OF TECHNICAL DATA CONFORMITY (JAN 1997) (DFARS 252.227-7036)

As prescribed at 227.7103-6(e)(3) or 227.7104(e)(5), use the following clause:

(a) All technical data delivered under this contract shall be accompanied by the following written certification:

The Contractor, _____, hereby certifies that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Certifying Official _____

This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data is complete, accurate, and complies with all requirements of the contract. The Contractor hereby

authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data is also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.

ENGINEERING CHANGE PROPOSALS (MAY 1994) (DFARS 252.243-7000)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price* or a "not less than" price* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts**.

(c) When the price** of the engineering change is \$500,000 or more, the Contractor shall submit

(1) A completed SF 1411, Contract Pricing Proposal Cover Sheet, and

(2) At the time of agreement on price*, a signed Certificate of Current Cost or Pricing Data.

TRANSPORTATION OF SUPPLIES BY SEA (Nov 1995) (DFARS 252.247-7023)

(a) As used in this clause:

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any Subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use or owned by the DoD, at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works, buildings and facilities, ships, floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and the components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels, and no others, in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate U.S.-flag vessels, if the Contractor or a Subcontractor believes that (1) U.S.-flag vessels are not available for timely shipment; (2) the freight charges are inordinately excessive or unreasonable; or (3) freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum:

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean-bill-of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only United States-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM
DESCRIPTION

CONTRACT
LINE ITEMS

QUANTITY

TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of the contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994) (DFARS 252.248-7000)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

TECHNOLOGY IMPROVEMENTS (OCT 1991) 5252.239-9605

After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, software specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and

A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and

Any effect on the contract completion time or delivery schedule shall be identified.

The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" Clause of this contract.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a

modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract. If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

HAZARDOUS MATERIALS (NAVSURFWARCENDIV)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT

APPLICABLE REGULATIONS

- | | |
|-------------------------------|---------|
| 1. Domestic | A |
| 2. Domestic Air Commercial | A, B, C |
| 3. Domestic Air Military | A, F |
| *4. Export Surface | A, E, G |
| *5. Export Air Commercial | A, D, G |
| *6. Export Air Military (MAC) | F, G |

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SAFEGUARDING ARMS, AMMUNITION AND EXPLOSIVES

NOTE: Government furnished Material in this contract consists Category * and Category * weapons and Category * ammunition. Supplies procured under this contract are Category * hazardous material.

NOTE: Supplies procured under this contract are identified as sensitive material, Category IV and shall be transported in accordance with the requirements of DOD 5100.76-M, "Physical

Security of Sensitive Conventional Arms, Ammunition, and Explosives".

*To be identified in each Delivery Order

PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES

The contractor agrees to maintain his facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFAR 252.223-7002.

Supplies procured under this contract are identified as sensitive material (Category IV) under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVSURFWARCENDIV)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Contracting Officer (Mr. Don Davis)
ADDRESS: Code 1164ED, Bldg. 64
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5001
TELEPHONE NO.: 812-854-3709

OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEM NO.</u>	<u>LATEST OPTION EXERCISE DATE</u>
Option 1	36 months after contract award date
Option 2	48 months after contract award date

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this

clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.-216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

SECTION "J" - DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachments

- 1) Contract Security Classification Specification DD 254
- 2) Certificate of Performance
- 3) Wage Determination Number 94-2183 (Rev 3)
- 4) Performance Information Form
- 5) Authorization Letter

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

PART I

<u>Title and Date</u>	<u>FAR Subsection No.</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11
Listing of Other than New Material, Residual Inventory and Former Government Surplus Property (May 1995)	52.211-06
Certification of Nonsegregated Facilities (Apr 1984)	52.222-21

PART II

<u>Title and Date</u>	<u>DFARS Subsection No.</u>
Disclosure of Ownership or Control by a Foreign Government (Sep 1994)	252.209-7002
Disclosure of Commercial Transactions with the Government of a Terrorist Country (Sep 1994)	252.209-7003

PROVISIONS IN FULL TEXT

TAXPAYER IDENTIFICATION (Mar 1994) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a state or local government;

() Other. State basis. _____.

(d) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

() Other corporate entity;

() Not a corporate entity;

() Sole proprietorship;

() Partnership;

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

() Name and TIN of common parent:

Name _____

TIN _____

WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it () is, () is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE</u> <u>QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

TYPE OF BUSINESS ORGANIZATION (JUL 1987) (FAR 52.215-6)

The offeror or quoter, by checking the applicable box, represents that --

(a) It operates as (___) a corporation incorporated under the laws of the State of _____, (___) an individual, (___) a partnership, (___) a nonprofit organization, or (___) a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as (___) an individual, (___) a partnership, (___) a nonprofit organization, (___) a joint venture, or (___) a corporation, registered for business in _____.
(country)

AUTHORIZED NEGOTIATORS (APR 1984) (FAR 52.215-11)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

PLACE OF PERFORMANCE (APR 1984) (FAR 52.215-20)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, (___) intends, (___) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
---	--

SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997) (FAR 52.219-1)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

(2) The small business size standard is _____

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it (___) is, (___) is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it (___) is, (___) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it (____) is, (____) is not a women-owned business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be a least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the act.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)

The offeror represents that--

(a) It (____) has, (____) has not participated in a previous contract or subcontract subject

either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (FAR 52.223-3)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision

to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned and operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Certification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996) (FAR 52.230-1)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement*

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows; (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.*

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.*

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime

contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.*

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (DFAR 252.208-7000)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium,

and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Deliverable	Item
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98	98
99	99
100	100

<u>Precious Metal*</u>	<u>Quantity</u>	<u>(NSN and Nomenclature)</u>
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[illegible]

_____ *If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
(SEP 1994) (DFARS 252.209-7001)

(a) *Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense. (c)
Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest

the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)(JAN 1997)
(DFARS 252.219-7000)

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls:

- _____ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)
- _____ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)
- _____ Black American (U.S. Citizen)
- _____ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- _____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- _____ Other

(c) Complete the following--

- (1) The offeror is _____ is not _____ a small disadvantaged business concern.
- (2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the Offeror--
 - _____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.
 - _____ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and disbarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (Aug 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Note: The contractor is required to notify the Contracting Officer of any changes to these certifications during the performance of this contract.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

Part I

<u>Title and Date</u>	<u>FAR Subsection No.</u>
Solicitation Definitions (Jul 1987)	52.215-05
Unnecessarily Elaborate Proposals or Quotations (Apr 1984)	52.215-07
Amendments to Solicitations (Dec 1989)	52.215-08
Submission of Offers (Mar 1997)	52.215-09
Late Submissions, Modifications, and Withdrawals of Proposals (Mar 1997)	52.215-10
Restrictions on Disclosure and Use of Data (Apr 1984)	52.215-12
Preparation of Offers (Apr 1984)	52.215-13
Explanation to Prospective Offerors (Apr 1984)	52.215-14
Failure to Submit Offer (Jul 1995)	52.215-15
Contract Award -- Alt II (Oct 1995)	52.215-16
Facilities Capital Cost of Money (Sep 1987)	52.215-30
Preaward On-Site Equal Opportunity Clearance Review (Apr 1984)	52.222-24
Evaluation of Compensation for Professional Employees (Feb 1993)	52.222-46
Notice of Intent to Disallow Costs (Apr 1984)	52.242-01

Part II

<u>Title and Date</u>	<u>DFARS Subsection No.</u>
Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)	252.204-7001
Certificate of Competency (Apr 1993)	252.219-7009
Identification and Assertion of Use, Replace or Disclosure Restrictions (Jun 1995)	252.227-7017
Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	252.227-7028
Identification of Uncompensated Overtime (Dec 1991)	252.237-7018

PROVISIONS IN FULL TEXT

**CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FEB 1997)
(FAR 52.204-6)**

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (MAR 1994) (FAR 52.211-2)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No. 215-697-2978
Telephone Order Entry System (TOES) Numbers
215-697-1187 through and including 215-697-1197

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (___) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Cost plus award fee, Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Scott Bingham. [Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available.

SUBMISSION OF COST OR PRICING DATA (NOV 1987) (NAPS 52.215-9000)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the contracting officer.

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NSWC Crane, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which

prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Oct 1995)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable.

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable.

Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the

program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors.

The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax and has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

PROPOSAL REQUIREMENTS (NAVSURFWARCENDIV)

Offerors shall submit their proposals in accordance with the following preparation instructions.

A. This provision specifies the organization, format, and content for an offeror's technical proposal, cost proposal, and subcontracting information in response to this solicitation.

Following these instructions will assure the offeror that all areas of interest to the Government have been addressed. It also allows for uniform submission of proposals, which will facilitate Government efficiency and accuracy in technical evaluations, cost analysis, cost evaluations and subcontracting evaluation. The contents of an offeror's proposal should be organized to conform with the requirements specified herein.

Relevant information presented should be in sufficient depth and completeness for the government to make a comprehensive evaluation, although submission of superfluous information is discouraged. Offerors are required to propose on the level-of-effort in Section B. Deviations from the solicitation will not meet the Government's requirements. Accuracy in and balance between the technical and cost proposals are stressed throughout this section, creating some repetition. This was done to emphasize the areas of major importance to the Government during proposal evaluation and contract performance.

B. Any offeror's experience, capability, knowledge and understanding not completely described in the submitted proposal will be to the disadvantage of the offeror. No assumptions will be made by the Government during evaluation. Statements such as "the offeror understands" the methods and procedures for performing the described services (or any portion thereof) will not be considered an adequate description. Neither will statements such as "our vast resources in our nationwide company enable us to respond appropriately to any problem situation" or "tutorial responses" be of any value to the offeror during technical evaluation; or will statements that the offeror understand and can

or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered insufficient.

C. Offerors are cautioned that award may be made based on initial offers. Therefore, it is imperative that information provided in proposals be complete and accurate. The following schedule of events in the order listed normally occurs on procurements when competitive technical proposals are submitted:

- Issue Solicitation
- Closing of Solicitation
- Proposal Evaluation and Audits
- Establishment of Competitive Range and Approval
- Discussions with Offerors
- Best and Final Offers
- Evaluation of Best and Final Offers and Approvals
- Award

D. A complete written proposal shall consist of Volume I - Past Performance (to be submitted within 30 days after the official solicitation issue date as identified in Block 5 of the SF33); Volume II - Key Personnel; Volume III - Cost Proposals; and Volume IV - Subcontracting Information. Volumes I, II, III, and IV shall be delivered to the Procuring Contracting Officer (PCO) in accordance with the solicitation instructions. Each volume must be separately bound. The number of copies of each volume and the page limitations per topic is set forth below:

Volume I - Past Performance Original and 6 copies

No Page Limit

Volume II - Key Personnel Original and 4 copies.

No Page Limit

Volume III - Cost Original and 3 copies
(Original and 3 copies also required for SDO Cost Proposal)

No Page Limit

Volume IV - Subcontracting Original and 1 copy

No Page Limit

NOTE: The cover and title pages of each volume shall indicate the following:

- Title of Proposal
- Volume, Number, Title, Section and Page
- Security Classification, if applicable
- Solicitation Number
- Offeror's Name and Address

All written proposals shall be on 8 1/2 x 11 - inch paper, with typed characters of 12 pitch elite or larger, gothic type or equivalent and shall be printed on one side only. The text shall be typed or printed with one line spacing and one-inch minimum margins at the top and bottom of each page. Fold-out pages up to 11 x 17 inches may be used for diagrams,

charts or graphic materials only. Photo reductions are not acceptable for text material.

The original of Volume I, Past Performance, and Volume II, Key Personnel, shall be submitted in a three-ring loose-leaf binder. Copies of Volume I and II shall not be submitted in three-ring or any other kind of binder, and may be bound together with rubber band or string or an appropriate size compression type clip.

The original of Volume III, Cost Proposal, shall be in a three-ring loose-leaf binder, clearly dividing, by tabs, each contract year of performance for the overall cost proposal, and the sample delivery order. Copies of Volume III shall not be submitted in three-ring or any other kind of binder, and may be bound together with rubber band or string or an appropriate size compression type clip. Volume III shall be organized in such a manner that it can be easily divided by contract year or performance for the overall cost proposal, and for the sample delivery order. The offeror shall utilize tabs to identify the above to facilitate the evaluation process.

The solicitation document must be completed and returned in the same condition as provided, stapled in the upper left corner, with no holes punched in the margins. Ensure the signed solicitation document is not submitted in a three-ring binder or any other kind of binder.

The original of Volume IV, Subcontracting Information, shall be in a separate folder or binder.

E. The contents to be included in each of the volumes are identified on the following page. The order of presentation in the offeror's proposal volumes shall correspond to the order of the factors/subfactors/elements in the subparagraphs. The content requirements address major topics of interest to the Government. Failure to respond to any of the topics will be considered an information deficiency. The offeror may expand on information identified as necessary for evaluation. Any text provided in a proposal must be relevant and demonstrate capabilities beneficial to the overall goals and objectives described in this solicitation. Each volume must be separate and contain sufficient information to permit a detailed evaluation. Previously submitted data, if any, will not be used in the evaluation of your response to this solicitation.

F. Factor 1 - PAST PERFORMANCE. Prospective offerors shall provide identical past performance information as the prime contractor for subcontractors which perform critical aspects of the proposed proposal. The Government shall evaluate the past performance of these subcontractors to determine the overall risk of the prime contractor performing the contract. A subcontractor is identified as performing critical aspects of the proposal if the prime contractor's total proposal for a subcontractor exceeds \$7.5 million over the five year period. If an offer is received from a joint venture, each participant will be required to submit their own past performance information.

Offerors may identify federal, state and local government and private contracts that are similar to the statement of work in the solicitation. Prospective contractors shall provide references (two (2) for each contract) for on-going or contracts completed within the last three years, but not to exceed five total contracts. Offerors shall provide a list of the previous contracts and contact points and a description of any quality awards earned by the offeror, as well as discuss any major problems encountered on the contracts listed and the corrective actions taken to resolve them. The government may use past performance information obtained from other than the sources identified by the offeror and the information obtained will be used for both the responsibility determination and best value decision. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Offerors shall submit the following information as part of its

proposal for both the offeror and proposed major subcontractors:

- a. name of contracting activity
- b. contract number
- c. contract type
- d. total contract value
- e. contract work
- f. contracting officer/administrator and telephone
- g. program manager and telephone
- h. administrative contracting officer, if different from #f above, and telephone
- i. list of major subcontractors

Each offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Performance Information Form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

Offerors shall send their listed private sector references a letter authorizing references to provide past performance information to the government. An example of this letter is provided in Section J of the solicitation.

Subfactor A - QUALITY OF SERVICES. During the past performance evaluation, the quality of services shall be examined in terms of how well the prospective contractor has complied with contract requirements and whether it conformed to standards of good workmanship. To what extent were the contractor's reports and documentation accurate and complete will be examined. The contractor's ability to solve contract performance problems without extensive guidance from government counterparts will be evaluated, as well as to what extent did the contractor display initiative in meeting requirements. The commitment of providing adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve problems will be reviewed. The degree the contractor responded positively and promptly to technical directions and contract change orders will be examined. The timeliness, accuracy and appropriate content of the contractor's maintenance and problem tracking/reporting documentation will be reviewed.

Subfactor B - TIMELINESS OF PERFORMANCE. This criteria shall be measured in terms of how well the contractor has adhered to contract schedules and its responsiveness to technical direction. To what extent did the contractor submit required reports and documentation in a timely manner will be examined. The contractor's submittal of change orders and other required proposals in a timely manner will be evaluated. The degree the contractor provided timely technical assistance, both on-site and off-site, when responding to problems encountered in the field will be reviewed.

Subfactor C - COST CONTROL. The prospective contractor's cost control on previous contracts will be evaluated to see if the contractor operated at or below budget, submitted reasonably priced change proposals and provided current, accurate, and complete billings. The relationship to negotiated costs to actuals will be reviewed.

Subfactor D - BUSINESS PRACTICES. The prospective contractor will be evaluated on how well it worked with the contracting officer and technical representatives. The effectiveness in interfacing with the government's staff will be evaluated. Other business practices that

will be evaluated are the effectiveness of management, businesslike correspondence, responsiveness to contract requirements, prompt notification of problems, reasonableness/cooperation, flexibility, pro-active and effective contractor recommended solutions.

Subfactor E - CUSTOMER SATISFACTION. The prospective contractor will be evaluated on the interface with the ultimate end user of the service. The degree of end user questions resolved in a timely and satisfactory manner will be examined. The overall satisfaction with end users and whether end users would recommend an award to a prospective contractor will be evaluated.

Factor 2 - TECHNICAL/MANAGEMENT OF SDO. There will be one (1) Sample Delivery Order (SDO) considered to be representative of the range of work to be required under the proposed contract. The offeror will receive the SDO upon completion of their oral Technical and Management Approach presentation and given until the next day to respond orally. The planned duration will be for 1.5 hours for the presentation and .5 hours for clarification. This section shall be presented orally by the offeror's key personnel.

The offeror shall provide, in writing, the following in support of the SDO:

(1) Using the offeror's format, the offeror shall provide their cost proposal including labor category and labor hours and cost by category for prime, subcontractor and consultant. This written proposal will be required on the morning of the offeror's oral presentation of the SDO. An original and 3 copies of the SDO cost proposal will be required.

(2) The government will provide to the offeror: travel, computer, telecommunications and material costs in support of the SDO. Note: Offeror should not provide any additional ODCs.

The offeror shall provide via oral presentation the following in support of the SDO:

(1) the offeror shall develop and present an approach that demonstrates an understanding, knowledge and ability to perform technical tasks and management approach taken. Technical and management approach shall require: management of project management information system(s), contractual data requirements list(s), performance/quality, and cost schedule.

(2) the offeror shall provide a completed plan of action and milestone chart for accomplishing the task(s) within the period of performance. Cost, schedule and potential technical risks are to be identified with proposed resolutions. When appropriate, the offeror shall explain how risks will be minimized and how trade-offs between cost, schedule, and quality will be considered.

(3) the offeror shall provide their cost proposal (in writing) requiring labor category, labor hours, labor rates, indirect rates, ODC's (given by the Govt), and cost by category of prime, subcontractor and consultant costs. In addition, justification shall be provided to support the offeror's technical and management approach to be taken, and offeror's cost proposal. The correlation between technical approach and cost shall be shown; and, any assumptions made shall be clearly stated.

Subfactor A - PROJECT MANAGEMENT INFORMATION SYSTEM(S) TRACKING.

The offeror's proposal must have a sound system or plan to utilize their Project Management Information System for managing, administering, monitoring, processing, maintaining records and controlling the SDO that will ensure timely start of work, ensure high quality performance within negotiated cost constraints, and timely delivery of

product/results. SDO records must be well organized and show traceability to work performed. This element will be resented orally during the SDO presentation.

Subfactor B - PERSONNEL. The offeror's proposal must have a sound plan to assure that only qualified personnel will be assigned to the various tasks of the SDO SOW; and that maximum advantage of "team" expertise is utilized. This element will be presented orally during the SDO presentation.

Subfactor C - PERFORMANCE/QUALITY CONTROL. The offeror's proposal must demonstrate that it's organizational structure will promote efficiency in performing and successfully managing the SDO. Offerors' performance/quality control must show a reasonable and realistic approach for assignment of tasks to optimize quality, timeliness, technical performance and cost efficiency. It must be shown that plans for subcontracting, teaming or other arrangements, enhance performance and promote technical and cost efficiency; and if subcontractors are utilized presentation shall demonstrate proper control. The security procedures are to be tailored to the SDO requirements and be in accordance with DOD 5220.22-M. This element will be presented orally during the SDO presentation.

Factor 3 - MANAGEMENT/TECHNICAL APPROACH. This section shall be presented orally by the offeror's key personnel. The order of presentation shall be determined by the offeror. However, all elements as set forth in this section shall be addressed thoroughly. The only portion of this section to be submitted in writing shall be the resumes for the contractor identified key personnel. The oral presentation shall clearly demonstrate how the contractual effort will be managed, and how the offeror intends to optimize the organization, resources and processes for cost effective performance. The presentation must clearly address the issues without vague or nonessential information. The offeror's presentation must show a dedicated commitment to perform the subsequent contract. It is anticipated that one full workday will be allowed for the oral presentation of this factor. This will be approximately 9:00 AM - 4:00 PM local time.

The oral presentation shall address the following:

Subfactor A. Organization - The offeror shall present an organizational chart(s) depicting the overall organization which shows how the principle support group/division fits into the Corporate structure. The principle support group/division organizational structure shall depict the various management, program and functional organizational elements to be utilized in performance of the proposed contract, and shall be tailored for this requirement. The involvement of subcontractor or teaming arrangements shall be described. The names and titles for managers of each of the major organizational elements shall be presented, whether directly or indirectly supporting the proposed contract. The oral presentation shall describe the interaction of the organizational elements, and describe the assigned duties, tasks, locations, and responsibilities of each organizational element and how responsible performance will be assured. The degree of involvement, approval and interaction required by the Corporate office shall be presented, particularly pertaining to contract administration and delivery order placement. Justify the proposed organizational structure by describing why it is the most appropriate structure for conducting the types of work outlined in the solicitation. Describe the ability of the organization to handle multiple large tasks concurrently.

Subfactor B. Key Personnel - The offeror shall identify in writing their selected key personnel positions. The titles, names and resumes for these individuals shall be submitted in writing. Resumes shall be submitted in contractor format. Resumes shall address: Job title, educational and professional experience, formal recognition received, and information related to their managerial qualifications. All resumes shall indicate the relationship of the person to the prime contractor, i.e., subcontractor employee, proposed new hire, or personnel employed on a regular basis by the proposed prime contractor. If the

person is a new hire, provide evidence of firm commitment or contingent offers and contracts, including agreed annual salary. Offerors are informed that information submitted in resumes may be investigated and validated by the Government.

The offeror's oral presentation shall identify the names, positions (by title), function, responsibilities and authority of these key personnel. Key personnel are those people designated in positions of critical authority and responsibility supporting this contract. The offeror shall present the rationale for identifying these positions and why they are considered key in managing and performing the described effort. Also, present how these key positions will ensure quality, cost effective performance under the contract.

Subfactor C. Resources - Offerors shall present the specific approach to meeting the facility requirements set forth in the statement of work. The facilities narrative shall address, as a minimum; availability, location and distance from the satellite facility to Naval Surface Warfare Center, Crane Division; capacity, features and intended utilization. Offerors shall describe the kinds of equipment, both computer and non-computer, to be located at the various sites and their intended use.

Offerors shall present their determination and brief justification/rationale of the computer and other equipment necessary to conduct operations under the proposed contract. Offerors shall present the arrangement for (existing/available or new acquisition or lease) and availability of necessary computer and other equipment that will be needed to support the SOW requirements and the management of this effort.

Offerors shall present how qualified personnel will be obtained and made available in sufficient quantities to perform on the planned contract. The offeror shall provide an approach that assures personnel will meet the qualification requirements set forth in Section C of the solicitation. The offeror shall explain how it will assure that only qualified personnel will be assigned to perform work described in delivery orders. The offeror shall explain how expertise will be retained considering fluctuations in the quantity of work required by the Government. Offerors shall discuss in detail its plans for retaining, augmenting and enhancing the technical skills and expertise of the proposed staff of qualified personnel.

Explain what incentives are available for employees that encourage them to stay with the firm. The offeror should indicate what percentage of the firm's direct labor hours will be performed on this contract verses the firm's overall direct labor base. The offeror shall clearly summarize their strategy and suitability of their subcontracting team arrangement for meeting the personnel resource requirements of the planned contract.

Subfactor D. Control Systems/MIS - Offerors shall present and describe their control mechanisms and management information system(s) for controlling the following processes: Project Management (i.e., cost schedule control system), cost accounting/invoicing, time and labor control/tracking, award fee control/tracking, CDRL delivery control, delivery order and contract data tracking, security and GFE/I control. Clearly present the extent to which these processes will be automated and the impact of the required human interface on the success of the systems. Offerors shall justify how their control systems will enhance the management of work conducted under the planned contract. Offerors shall describe the degree of access of their organizational units or personnel to these systems.

Subfactor E. Delivery Order Project Management and Control - Offerors shall present their strategy and approach to delivery order project management. Topics to address shall encompass, as a minimum; assignment, control and prioritization of resources; schedule and delivery control for both level-of-effort and completion type delivery orders; assessment and use of earned value estimates; quality control; and control and monitoring of subcontracted work (specific assignments and responsibilities). Offerors shall clearly demonstrate the value of their project management approach to successfully conducting work specified in the statement of work (SOW).

Subfactor F. Operations Management Approach - Offerors shall describe their approach to commencing work once a contract is awarded (start-up). The approach shall indicate a clear understanding of the problems involved in the start-up of a new contract and the transfer of work described in this SOW from the incumbent contractor such that the Government is provided continuity and consistency of services during the transition period. The presentation shall include rationale and reasonable solutions to start-up problems. The approach shall be clear and achievable for obtaining resources (personnel, equipment, facilities and financing) within a maximum period of 90 days from the date of contract award. The offeror shall address employee recruitment, staffing plans, interface with the Government and incumbent contractor during start-up, supervision of start-up, manning, development and dissemination of operating instructions, orientation, procedures and control directives, and initial training.

Offerors shall clearly present their approach to contract administration. Lines of authority and extent of Corporate involvement in overall contract administration shall be discussed. Authority, responsibilities and procedures for estimating, negotiating and responding to Government comments regarding delivery order placement shall be addressed. The offeror shall explain cost and schedule estimating procedures. The offeror's procedures for estimating delivery orders shall demonstrate the prospective contractor to be competent, accountable, and businesslike in estimating cost and schedules.

Offerors shall present their quality philosophy/policy and associated strategy, methods and procedures that will be established, implemented and maintained to ensure a quality oriented work environment, quality deliverables and an attitude of continuous improvement.

Factor 4 - COST.

Subfactor A - COST REALISM. The offeror's cost proposal for the contract and sample delivery order shall demonstrate, by use of complete, clear and relevant supporting data, that cost estimates are realistic and that the offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor or indirect costs, may be considered as a reflection of a lack of understanding of the work required.

NOTICE: The proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation.

Subfactor B - COST REASONABLENESS. The offeror's cost proposal for the contract and sample delivery order shall be reasonable in relation to the quality and technical complexity of the work to be performed.

(a) Cost Factor

1. Cost Realism and Cost Reasonableness Subfactors

Accuracy in estimating cost in coordination with the oral and written technical proposal is extremely important in responding to this proposal and in responding to proposals for future delivery orders. Cost proposals will be thoroughly analyzed during evaluation. Emphasis is placed on any area where a mismatch might occur between the technical proposal and cost proposal. One example would be, a proposed labor rate in a labor category does not correspond to the resumes submitted. It should be understood that during contract administration, reviews of assigned personnel and their qualifications and labor rates will be monitored for consistency with the proposal/contract. Additionally, other direct costs will be used only as clearly stated below. The offeror should make upfront plans to assure that resumes of individuals and actual labor rates proposed for those individuals will agree with the rates that would be included in future invoices.

(a) The Cost and Pricing Proposal - includes two copies of the

completed and signed solicitation document (Standard Form 33), and a complete cost breakdown with supporting documentation stating the basis for the amount proposed for each cost element as required by Public Law 87-653, for the purposes of a cost realism analysis.

(b) The cost proposal for the basic contract will be broken down by contract year performance periods assuming a 13 March 1998 date of award, with a 2 April 1998 start work date. For this proposed contract, the offeror shall propose based on a 40-hour work week. No uncompensated overtime (otherwise known as competitive time) is permitted. No exceptions to the labor category titles will be acceptable in the proposal or after award of the contract.

All labor rates proposed shall be based on a 40 hour work week. Labor rates proposed for contract year one shall be current rates, whether actual or composite, average or bid rates as specified below, escalated to the start date of performance, 2 April 1998. The base year rates shall be reasonably escalated for cost of living in the out years based on the offeror's historical escalation percentages(s). The offeror should consider proper decreases and/or increases to reflect anticipated personnel changes/promotions. The offeror's cost proposal must include labor rates which correspond to the level of expertise proposed.

For those key personnel positions for which resumes are required to be submitted, the offeror shall not use loaded, composite, average, or bid labor rates in the cost proposal for the personnel proposed. The offeror shall identify these individuals by name and the labor rates proposed for these individuals shall be actual rates.

For other positions proposed to meet the required level-of-effort, for which resumes are not required, the offeror shall utilize composite, average category or bid rates. It should be understood that the Government expects to see a proper ratio of hours, assigned to high qualified and expert personnel as well as personnel who satisfactorily meet the solicitation requirements, within the labor categories for which resumes are required. The amount proposed for labor costs must be balance. Care should be taken to ensure that labor categories set out in Section B as direct labor, some of which normally are included in indirect cost, are deleted from overhead. The hours assigned in the cost proposal for key personnel for whom resumes are required should match the number of hours, functions, and labor categories assignments shown in the resumes.

(c) Any labor rates that are not DCAA approved must be justified and supported as being realistic. Failure to provide the depth of information required will delay the award of a contract.

(d) The offeror shall provide a complete breakdown of its overhead and G&A pools showing the titles of amounts in the pools and associated cost included. The salaries of the key personnel, if indirect, shall be submitted separately, by name, in the overhead and/or G&A pools, as appropriate, for purposes of evaluation. These may be verified by the Government during evaluation, as may other amounts in the pools. Any proposal not including complete breakdowns of overhead and G&A pools will be considered incomplete.

(e) Subcontractor cost proposals that use loaded hourly labor rates in order to protect proprietary data shall be supplemented by a submission of cost proposals, utilizing unloaded labor rates and actual indirect rates, directly to the Government. Subcontractor cost data submissions must meet the same requirements as the prime. The prospective prime contractor shall submit a memorandum showing negotiations with a subcontractor is complete and a legally enforceable agreement is ready to be finalized without major changes. The memorandum will include, as a minimum, an analysis of labor categories, qualification of personnel, hours to be assigned, loaded rates, and fee in

accordance with FAR 15.805-3, as required by FAR 15.805-1(c).

The basis of each rate/cost with supporting rationale shall be included. Any proposal not including subcontractor cost analysis with proper and complete justification will be considered incomplete. It is anticipated that documentation pertaining to discussions with subcontractors will show that negotiations have been meaningful. It is the responsibility of the prospective prime contractor to assure that subcontractors' cost proposals are submitted in a timely manner in the form requested. Subcontractors' proprietary data will not be disclosed by the Government to the prime or any other source.

(f) In preparing the cost proposal, the offeror shall utilize the amounts established by the Government as shown below for travel, material, computer, and other costs: These are unburdened ODCs.

Travel

The Government's estimate of travel costs for the duration of the contract period including options is a total estimated amount of \$1,697,350. The Government's estimate for travel costs only include travel by the contractor that is directly related to the performance of delivery orders awarded under this contract.

Material

The Government's estimate of material costs for the duration of the contract period including options is a total estimated amount of \$2,187,500. The Government's estimate for material costs include material purchases directly related to the contractor's performance of delivery orders awarded under this contract. There will be no equipment procured for the government for the duration of the contract period. If an offeror's accounting system includes costs for material handling, these costs shall be included in their proposal.

Computer

The Government's estimate of Computer costs for the duration of the contract period including options is a total estimated amount of \$500,000. The Government's estimate set forth for computer costs covers the estimated hours that personnel will be using their computers for the duration of the contract period. Any requirements for computer maintenance costs, computer rental costs, and computer costs of timesharing purchased from a vendor in the performance of delivery orders shall be included in the cost proposal.

Telecommunications

The Government's estimate of telecommunication costs for the duration of the contract period including options is a total estimated amount of \$250,000.

Other

The Government's estimate of other costs for the duration of the contract period including options is \$100,625.

In preparing your basic contract including option years cost proposal, the following amounts shall be included:

Other Direct Costs						
	Basic	Basic	Basic	Option	Option	Total
	Yr. One	Yr. Two	Yr. Three	Yr. One	Yr. Two	
Travel	\$ 339,470	\$ 339,470	\$ 339,470	\$ 339,470	\$ 339,470	\$1,697,350
Material	\$ 437,500	\$ 437,500	\$ 437,500	\$ 437,500	\$ 437,500	\$2,187,500
Computer	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Telecomm	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000

Other (Consul)	\$ 100,625	\$ 100,625	\$ 100,625	\$ 100,625	\$ 100,625	\$ 503,125
Total Other	\$1,027,595	\$1,027,595	\$1,027,595	\$1,027,595	\$1,027,595	\$5,137,975
Direct Costs						

NOTE: These amounts are estimates only and in no way limits what is to be delivered under the contract. These amounts are being included for evaluation purposes only.

All amounts are provided as the Government's best estimate for these costs, since the requirement cannot be defined in sufficient detail for the offeror to accurately estimate. The amounts for travel, material, telecommunication, computer, and other expenses shall be distributed over the five-year period, as set forth above for the appropriate year. **All ODCs shall be proposed by the prime contractor per year.**

NOTES: 1. The Other Direct Costs (ODC) provisions which are included in this solicitation are intended for the purpose of reimbursing the contractor for the legitimate cost of items that are incidental to, but inherently necessary, in the performance of services hereunder. However, the ODC provisions do not allow for the procurement of materials/items of supply/hardware/equipment/ADPE, etc. Procurement of improper items under a service contract will likely violate procurement regulations (i.e. Competition in Contracting Act, Walsh-Healey Public Contracts Act, etc.)

2. Therefore, improper procurement of materials/items of supply/hardware/equipment/ADPE, etc. under the ODC provisions of the proposed contract shall not occur. Typical examples of legitimate ODC shall include travel, report binders and reproduction, photography development and printing, viewgraph layout/formatting and reproduction, time charges on a mainframe computer, minor hardware (nuts, bolts, connectors), and etc.

3. In order to avoid statutory violations under service contracts, offerors shall include proper amounts in their overhead pool(s) for the procurement of all ODC's necessary for start-up and administration of the resulting contract, including procurement of materials/items of supply/hardware/equipment, ADPE, etc., as these items will not be reimbursed to the contractor as ODC.

The offeror shall, in its overhead pool breakdown, provide for the above items necessary for start-up and administration. The offeror shall provide, as separate information to the breakdown, a complete listing of the kinds and quantities, as well, as costs, of these start-up/administration items. Failure to provide this information will render the cost proposal incomplete.

COST PROPOSAL SHALL BE SUBMITTED IN VOLUME III.

Offerors are encouraged to submit well organized and accurate cost proposals with detailed supporting data. The total estimated amount should be balanced to the proposed effort.

Speciality subcontractors that the prime contractor proposes to perform specialized areas of the statement of work, which the prime does not have the capability to perform, will be estimated as detailed above. It will not be acceptable to merely list speciality subcontractors WITHOUT providing hours/categories/labor rates/indirect rates to be performed by contract year, including total amount in the prospective prime contractor's proposal for subcontract costs.

Factor 5 - SUBCONTRACTING. Describe the extent to which your company has identified and committed to provide for participation by small (SB), small and disadvantaged businesses (SDB), women owned businesses (WOB), historically black colleges and universities, or

other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected SB and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing SB, SDB, and WOB, subcontractor's technical capability.

Of special interest is the amount and type of work to be performed by the subcontractors(s). The offeror shall explain the reasons for and advantages of selecting particular subcontractor(s). **This section of the proposal addressing the extent of SB, SDB, or WOB performance shall be separate from the subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.**

f) For the purposes of the oral presentations, the large theater located at NSWC will be utilized. NSWC will make available an overhead projector, screen, television, vcr, and podium. Any other media to be utilized is at the discretion of the offeror and shall be provided by the offeror. The offeror shall notify the Government 14 days prior to their scheduled oral presentation of any additional media they will utilize. The Government will make every attempt to make available any additional equipment required by the offeror for their oral presentation, however, each offeror must be aware that the Government may not be able to accommodate all requests.

SECTION "M" - EVALUATION FACTORS FOR AWARD

PART I

<u>Title and Date</u>	<u>FAR Paragraph No.</u>
Evaluation of Options (Jul 1990)	52.217-05
Evaluation of Compensation for Professional Employees (Feb 1993)	52.222-46

PART II

BASIS FOR AWARD (NAVSEA) (SEP 1990)

Award shall be made to the responsible offeror whose proposal conforms to the requirements of the solicitation, has a high degree of realism and credibility, and whose performance can be expected to best meet the government's objectives at a realistic and reasonable cost.

NOTE: The Government may exercise its right to make an award based on initial proposals without conducting negotiations. The award will be based on overall assessment of the "greatest value" to the Government.

F.O.B. OFFER LANGUAGE (RFP)

Offers submitted on a basis other than F.O.B. Destination shall be rejected as unacceptable.

LANGUAGE RELATING TO FAR 52.215-16, CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-16 which provides that the contract will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. "Other factors" shall include all of those evaluation factors which are described in this Section M.

SINGLE AWARD FOR ALL ITEMS (NAVSURFWARCENDIV)

The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government.

PAST PERFORMANCE

OFFERORS' PAST PERFORMANCE HISTORY WILL BE INCLUDED IN THE EVALUATION FOR AWARD.

Each offeror will be given an adjectival rating on past performance: excellent, good, fair, poor or unsatisfactory. Offerors who cannot provide past performance information will be given a neutral rating. In the event there are substantial differences among the offerors in terms of past performance, the Government reserves the right to award to other than the lowest priced offer in favor of an offeror with substantially better performance history. In addition, the Government may accept other than the lowest priced offer if doing so would result in substantially greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. Small disadvantaged business concerns may receive evaluation preference as provided elsewhere in this solicitation.

EVALUATION FACTORS FOR AWARD

1.1 Purpose. The following evaluation criteria set forth below, list the evaluation factors and subfactors and describe their relationship to each other. The factor and subfactor narratives describe what information is required for submission under this solicitation for the offerors proposal to be equitably evaluated. The intent of the following evaluation criteria is to select the responsible offeror whose offer, conforming to the solicitation, is determined to be the most advantageous to the Government, cost and other factors considered. The areas to be utilized in evaluating submitted technical proposals are as follows:

- Factor 1 - Past Performance
- Factor 2 - Technical/Management of SDO
- Factor 3 - Management/Technical Approach
- Factor 4 - Cost
- Factor 5 - Subcontracting

1.2. FACTORS. Factor 1 is more important than Factors 2 and 3 individually. Factor 2 is of greater value than Factor 3. Collectively, Factors 2 and 3 are of greater value than Factor 1. Factor 4 (Cost) is not weighted in the evaluation; however, cost will be used by the PCO to make the award decision based on overall assessment of the greatest value to the Government. The importance of the cost as greatest value will increase with the degrees of equality of the submitted proposals in factors 1 through 3. Factor 5 (Subcontracting) is not weighted in the evaluation; however, subcontracting will be used by the PCO to make the award decision based on overall assessment of the greatest value to the Government. The importance of subcontracting in the overall evaluation will increase with the degrees of equality of the submitted proposals to the other factors on which selection is to be based.

1.2.1. SUBFACTORS. Subfactors for the first three factors are given below. For Factor 1, subfactors A through E are of equal importance. For Factor 2, the three subfactors are listed in descending order of importance. For Factor 3, subfactors A,B,C, and F are of equal importance. Subfactors D and E are of equal importance and are individually of greater importance than subfactors A,B,C, and F individually.

1.2.2. DESCRIPTION OF FACTORS. All offerors are cautioned to ensure that the scope of this solicitation "Non-Personal, Professional, Technical and Management Support Services for ordnance related tasks in support of Crane Division, Naval Surface Warfare Center, Crane, IN which includes services to be provided in the areas of engineering and technical support services, scientific/engineering analyses and studies, test and evaluation, technical data support, configuration management, facility engineering, environmental management support services, management support services and data management support," is understood and that the responses to all factors shall demonstrate the knowledge, experience and capability to support this scope as stated in the Statement of Work.

2. BASIS FOR AWARD. Award will be made to the responsive, responsible offeror, conforming to the solicitation, and is determined to be the most advantageous to the Government, cost and other factors considered.

NOTE: The Government may exercise its right to make an award based on initial proposals without conducting negotiations. The award will be based on overall assessment of the "greatest value" to the Government.

NOTE: Unrealistically low personnel compensation rates will be considered in the risk assessment and may result in a reduced technical score.

NOTE: The Government reserves the right to determine which proposal demonstrates the required competence for performing the services described herein and offers the greatest value to the Government. Offerors are advised that the Government may make award to other than the low offeror. The Government may use information in its files to verify information provided within offeror's proposals. The Government may contact references submitted by offerors. Offerors are cautioned that failure of the cost proposal to fully reflect the effort described in the technical proposal may be grounds for the Navy to determine that the offeror does not adequately understand the effort required under the proposed contract and may result in a determination that the proposal is unacceptable.

NOTE: Evaluation of options will not obligate the Government to exercise the option or options.

NOTE: An offer or proposal which is unbalanced as to price for basic and option items may be rejected. An unbalanced offer or proposal is one which is based on prices significantly less than the ultimate cost to the Government or significantly overstated.

POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST

Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 1995) (DFARS 252.219-7006)

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers except--

(i) Offers from small disadvantaged business concerns which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign Government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of evaluation preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

_____ Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black colleges or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub.L.103-139 and Section 8012 of Pub.L.103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide to the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

ATTACHMENT (1)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">Secret</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">Secret</div>	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER		X		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 970224
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
c. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)		c. FINAL (Complete Item 5 in all cases)	
X N00164-97-R-0063		970228			
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>N00164-93-D-0016</u> (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT <div style="text-align: center;">Ordnance Engineering, Technical and Management Support Services.</div>					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
YES NO			YES NO		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		
			X		
b. RESTRICTED DATA			b. RECEIVE CLASSIFIED DOCUMENTS ONLY		
			X		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		
			X		
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		
			X		
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		
(1) Sensitive Compartmented Information (SCI)			X		
(2) Non-SCI			X		
f. SPECIAL ACCESS INFORMATION			f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		
			X		
g. NATO INFORMATION			g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		
			X		
h. FOREIGN GOVERNMENT INFORMATION			h. REQUIRE A COMSEC ACCOUNT		
			X		
i. LIMITED DISSEMINATION INFORMATION			i. HAVE TEMPEST REQUIREMENTS		
			X		
j. FOR OFFICIAL USE ONLY INFORMATION			j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		
			X		
k. OTHER (Specify)			k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		
See Item 13			X		
			l. OTHER (Specify)		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

Commander, Crane Division, Naval Surface Warfare Center, Code 116,
Crane, IN 47522-5011

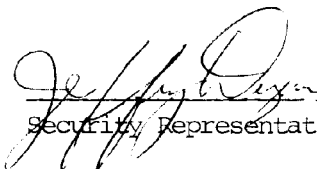
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Appropriate classification guides will be provided when delivery orders, issued under this contract that involve classified information, are generated.

This contract is for engineering services. Classification markings on the material to be furnished will provide the classification guidance necessary for performance of this contract.

This information has been reviewed and hereby determined to be acceptable.


Security Representative

2-24-97
Date

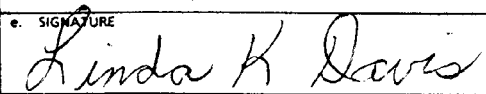
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
Linda K. Davis	Contracting Officer's Technical Representative	(812) 854-3310

d. ADDRESS (Include Zip Code)	17. REQUIRED DISTRIBUTION
Commander, Crane Division, Naval Surface Warfare Center (Code 053) Crane, IN 47522-5005	

e. SIGNATURE	<input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input checked="" type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY <i>Blg 10 Code 0621F</i>
	

CERTIFICATE OF PERFORMANCE

Contract/Order Number _____ Invoice Number _____
Period of Performance _____ through _____

CONTRACTOR CERTIFICATION:

1. This is to certify that the following services were performed.

<u>LABOR</u> <u>CATEGORY</u>	<u>PERSONNEL</u>	<u>REGULAR</u> <u>HOURS</u>	<u>OVERTIME</u> <u>HOURS</u>
---------------------------------	------------------	--------------------------------	---------------------------------

2. Overtime work was authorized by _____. (if applicable)

3. The following authorized travel was performed in connection with official duties:

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Mode of Transportation</u>
-------------	-------------	-----------	-------------------------------

4. List all material and other costs not listed above for this performance period.

5. Describe services/R&D performed, identify work to applicable line item, and indicate estimate of percent of completion achieved.

Contractor's Representative
(Title and Signature)

Date

CONTRACTING OFFICER'S REPRESENTATIVE (COR) CERTIFICATION:

I hereby certify that the labor charges and other costs described above are appropriate and reflect the work accomplished by the contractor as required by the contract/order and that the work was performed in a satisfactory manner.

COR

Title

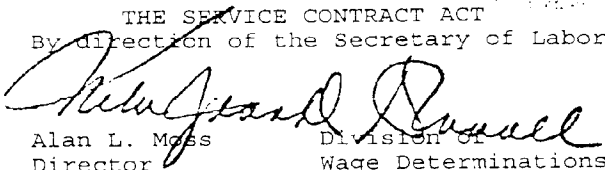
Date

Code

ATTACHMENT (3)

Page 1 of 9

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor


Alan L. Moss
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2183

Revision No.: 3

Date of Last Revision: 06/03/1996

State(s): Illinois, Indiana

Area: ILLINOIS COUNTIES OF EDWARDS, GALLATIN, HARDIN, LAWRENCE, RICHLAND,
WABASH, WHITE.
INDIANA COUNTIES OF BROWN, CRAWFORD, DAVIESS, DUBOIS, GIBSON, GREENE,
JACKSON, KNOX, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PIKE,
WASHINGTON.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE**MINIMUM HOURLY WAGE****ADMINISTRATIVE SUPPORT AND CLERICAL:**

01011 Accounting Clerk I	\$ 6.88
01012 Accounting Clerk II	\$ 8.30
01013 Accounting Clerk III	\$ 9.88
01014 Accounting Clerk IV	\$ 11.96
01030 Court Reporter	\$ 8.70
01050 Dispatcher, Motor Vehicle	\$ 8.70
01060 Document Preparation Clerk	\$ 7.66
01090 Duplicating Machine Operator	\$ 7.66
01110 Film/Tape Librarian	\$ 8.44
01115 General Clerk I	\$ 5.99
01116 General Clerk II	\$ 6.75
01117 General Clerk III	\$ 7.66
01118 General Clerk IV	\$ 8.60
01120 Housing Referral Assistant	\$ 10.72
01131 Key Entry Operator I	\$ 7.10
01132 Key Entry Operator II	\$ 8.88
01191 Order Clerk I	\$ 6.93
01192 Order Clerk II	\$ 10.60
01220 Order Filler	\$ 8.60
01261 Personnel Assistant (Employment) I	\$ 5.99
01262 Personnel Assistant (Employment) II	\$ 6.75
01263 Personnel Assistant (Employment) III	\$ 7.66
01264 Personnel Assistant (Employment) IV	\$ 8.60
01270 Production Control Clerk	\$ 10.72
01290 Rental Clerk	\$ 8.60
01300 Scheduler, Maintenance	\$ 8.60
01311 Secretary I	\$ 8.60
01312 Secretary II	\$ 8.70
01313 Secretary III	\$ 11.80
01314 Secretary IV	\$ 13.12
01315 Secretary V	\$ 14.53
01320 Service Order Dispatcher	\$ 8.60
01341 Stenographer I	\$ 9.68

01342 Stenographer II	\$ 10.52
01400 Supply Technician	\$ 13.12
01420 Survey Worker(Interviewer)	\$ 8.70
01460 Switchboard Operator- Receptionist	\$ 8.08
01510 Test Examiner	\$ 8.70
01520 Test Proctor	\$ 8.70
01531 Travel Clerk I	\$ 7.31
01532 Travel Clerk II	\$ 7.77
01533 Travel Clerk III	\$ 8.34
01611 Word Processor I	\$ 7.66
01612 Word Processor II	\$ 8.60
01613 Word Processor III	\$ 8.70

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 9.29
03041 Computer Operator I	\$ 8.93
03042 Computer Operator II	\$ 9.29
03043 Computer Operator III	\$ 12.29
03044 Computer Operator IV	\$ 12.38
03045 Computer Operator V	\$ 13.71
03071 Computer Programmer I 1/	\$ 10.73
03072 Computer Programmer II 1/	\$ 13.12
03073 Computer Programmer III 1/	\$ 15.13
03074 Computer Programmer IV 1/	\$ 18.31
03101 Computer Systems Analyst I 1/	\$ 15.13
03102 Computer Systems Analyst II 1/	\$ 18.31
03103 Computer Systems Analyst III 1/	\$ 21.94
03160 Peripheral Equipment Operator	\$ 9.89

AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 16.12
05010 Automotive Glass Installer	\$ 14.51
05040 Automotive Worker	\$ 14.51
05070 Electrician, Automotive	\$ 15.52
05100 Mobile Equipment Servicer	\$ 12.92
05130 Motor Equipment Metal Mechanic	\$ 16.12
05160 Motor Equipment Metal Worker	\$ 14.51
05190 Motor Vehicle Mechanic	\$ 16.12
05220 Motor Vehicle Mechanic Helper	\$ 12.14
05250 Motor Vehicle Upholstery Worker	\$ 13.97
05280 Motor Vehicle Wrecker	\$ 14.51
05310 Painter, Automotive	\$ 15.29
05340 Radiator Repair Specialist	\$ 14.51
05370 Tire Repairer	\$ 12.92
05400 Transmission Repair Specialist	\$ 16.12

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 12.43
07041 Cook I	\$ 11.06
07042 Cook II	\$ 12.43
07070 Dishwasher	\$ 8.33
07100 Food Service Worker (Cafeteria Worker)	\$ 8.33
07130 Meat Cutter	\$ 12.43
07250 Waiter/Waitress	\$ 8.33

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 15.29
09040 Furniture Handler	\$ 11.67
09070 Furniture Refinisher	\$ 15.29
09100 Furniture Refinisher Helper	\$ 12.14
09110 Furniture Repairer, Minor	\$ 13.70
09130 Upholsterer	\$ 15.29

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 8.33
11060 Elevator Operator	\$ 8.33
11090 Gardener	\$ 11.06
11121 Housekeeping Aide I	\$ 7.84
11122 Housekeeping Aide II	\$ 8.52
11150 Janitor	\$ 8.33
11180 Laborer	\$ 8.33
11210 Laborer, Grounds Maintenance	\$ 9.03
11240 Maid or Houseman	\$ 7.62
11270 Pest Controller	\$ 11.74
11300 Refuse Collector	\$ 8.33
11330 Tractor Operator	\$ 10.40
11360 Window Cleaner	\$ 9.03

HEALTH:

12010 Ambulance Driver	\$ 11.06
12040 Emergency Medical Technician	\$ 9.56
12071 Licensed Practical Nurse I	\$ 7.24
12072 Licensed Practical Nurse II	\$ 8.13
12073 Licensed Practical Nurse III	\$ 9.09
12100 Medical Assistant	\$ 8.13
12130 Medical Laboratory Technician	\$ 8.13
12160 Medical Record Clerk	\$ 8.13
12190 Medical Record Technician	\$ 11.26
12221 Nursing Assistant I	\$ 5.89
12222 Nursing Assistant II	\$ 6.63
12223 Nursing Assistant III	\$ 7.24
12224 Nursing Assistant IV	\$ 8.13
12250 Pharmacy Technician	\$ 10.13
12280 Phlebotomist	\$ 8.13
12311 Registered Nurse I	\$ 11.26
12312 Registered Nurse II	\$ 13.77
12313 Registered Nurse II, Specialist	\$ 13.77
12314 Registered Nurse III	\$ 16.66
12315 Registered Nurse III, Anesthetist	\$ 16.66
12316 Registered Nurse IV	\$ 19.97

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 17.85
13011 Exhibits Specialist I	\$ 14.78
13012 Exhibits Specialist II	\$ 17.85
13013 Exhibits Specialist III	\$ 22.39
13041 Illustrator I	\$ 14.74
13042 Illustrator II	\$ 17.85
13043 Illustrator III	\$ 22.39
13047 Librarian	\$ 14.53

13050 Library Technician	\$ 8.70
13071 Photographer I	\$ 13.21
13072 Photographer II	\$ 14.78
13073 Photographer III	\$ 17.85
13074 Photographer IV	\$ 22.39
13075 Photographer V	\$ 27.09

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.43
15030 Counter Attendant	\$ 5.43
15040 Dry Cleaner	\$ 6.97
15070 Finisher, Flatwork, Machine	\$ 5.43
15090 Presser, Hand	\$ 5.43
15100 Presser, Machine, Dry Cleaning	\$ 5.43
15130 Presser, Machine, Shirts	\$ 5.43
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.43
15190 Sewing Machine Operator	\$ 7.43
15220 Tailor	\$ 7.76
15250 Washer, Machine	\$ 5.88

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 15.29
19040 Tool and Die Maker	\$ 18.46

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 12.92
21020 Material Coordinator	\$ 13.70
21030 Material Expediter	\$ 13.70
21040 Material Handling Laborer	\$ 7.91
21071 Forklift Operator	\$ 12.21
21080 Production Line Worker (Food Processing)	\$ 12.14
21100 Shipping/Receiving Clerk	\$ 8.73
21130 Shipping Packer	\$ 8.73
21140 Store Worker I	\$ 8.65
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 8.73
21210 Tools and Parts Attendant	\$ 12.14
21400 Warehouse Specialist	\$ 12.14

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 16.12
23040 Aircraft Mechanic Helper	\$ 12.14
23060 Aircraft Servicer	\$ 13.70
23070 Aircraft Worker	\$ 14.51
23100 Appliance Mechanic	\$ 15.29
23120 Bicycle Repairer	\$ 12.92
23125 Cable Splicer	\$ 16.12
23130 Carpenter, Maintenance	\$ 15.29
23140 Carpet Layer	\$ 14.51
23160 Electrician, Maintenance	\$ 16.12
23181 Electronics Technician, Maintenance I	\$ 14.76
23182 Electronics Technician, Maintenance II	\$ 15.55

23183 Electronics Technician, Maintenance III	\$ 16.40
23260 Fabric Worker	\$ 13.70
23290 Fire Alarm System Mechanic	\$ 16.12
23310 Fire Extinguisher Repairer	\$ 12.92
23340 Fuel Distribution System Mechanic	\$ 16.12
23370 General Maintenance Worker	\$ 10.04
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 16.12
23430 Heavy Equipment Mechanic	\$ 16.12
23460 Instrument Mechanic	\$ 16.12
23500 Locksmith	\$ 15.29
23530 Machinery Maintenance Mechanic	\$ 16.12
23550 Machinist, Maintenance	\$ 16.12
23580 Maintenance Trades Helper	\$ 12.14
23640 Millwright	\$ 16.12
23700 Office Appliance Repairer	\$ 15.29
23740 Painter, Aircraft	\$ 15.29
23760 Painter, Maintenance	\$ 15.29
23790 Pipefitter, Maintenance	\$ 16.12
23800 Plumber, Maintenance	\$ 15.29
23820 Pneudraulic Systems Mechanic	\$ 16.12
23850 Rigger	\$ 16.12
23870 Scale Mechanic	\$ 14.51
23890 Sheet-metal Worker, Maintenance	\$ 16.12
23910 Small Engine Mechanic	\$ 14.51
23930 Telecommunications Mechanic I	\$ 16.12
23940 Telecommunications Mechanic II	\$ 16.86
23950 Telephone Lineman	\$ 16.12
23960 Welder, Combination, Maintenance	\$ 16.12
23965 Well Driller	\$ 16.12
23970 Woodcraft Worker	\$ 16.12
23980 Woodworker	\$ 13.97

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 7.83
24600 Chore Aide	\$ 7.62
24630 Homemaker	\$ 10.84

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 16.12
25040 Sewage Plant Operator	\$ 15.29
25070 Stationary Engineer	\$ 16.12
25190 Ventilation Equipment Tender	\$ 12.14
25210 Water Treatment Plant Operator	\$ 15.29

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 9.83
27010 Court Security Officer	\$ 10.96
27040 Detention Officer	\$ 10.96
27070 Firefighter	\$ 10.96
27101 Guard I	\$ 6.27
27102 Guard II	\$ 9.83
27130 Police Officer	\$ 10.96

TECHNICAL:

29020 Archeological Technician	\$ 17.85
29030 Cartographic Technician	\$ 17.85
29035 Computer Based Training Specialist/Instructor	\$ 15.13
29040 Civil Engineering Technician	\$ 17.85
29061 Drafter I	\$ 11.77
29062 Drafter II	\$ 13.21
29063 Drafter III	\$ 14.78
29064 Drafter IV	\$ 17.85
29070 Embalmer	\$ 16.23
29081 Engineering Technician I	\$ 10.10
29082 Engineering Technician II	\$ 11.34
29083 Engineering Technician III	\$ 12.67
29084 Engineering Technician IV	\$ 15.70
29085 Engineering Technician V	\$ 19.20
29086 Engineering Technician VI	\$ 23.24
29090 Environmental Technician	\$ 12.56
29100 Flight Simulator/Instructor (Pilot)	\$ 18.31
29150 Graphic Artist	\$ 15.13
29210 Laboratory Technician	\$ 11.31
29240 Mathematical Technician	\$ 12.56
29330 Mortician	\$ 16.23
29361 Paralegal/Legal Assistant I	\$ 8.70
29362 Paralegal/Legal Assistant II	\$ 13.12
29363 Paralegal/Legal Assistant III	\$ 16.01
29364 Paralegal/Legal Assistant IV	\$ 19.42
29390 Photooptics Technician	\$ 12.56
29480 Technical Writer	\$ 18.31
29620 Weather Observer, Senior 2/	\$ 13.12
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 12.29
29622 Weather Observer, Upper Air 2/	\$ 12.29

**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 10.40
31100 Driver Messenger	\$ 9.21
31200 Heavy Equipment Operator	\$ 16.12
31260 Parking and Lot Attendant	\$ 7.35
31290 Shuttle Bus Driver	\$ 9.80
31300 Taxi Driver	\$ 9.21
31361 Truckdriver, Light Truck	\$ 9.80
31362 Truckdriver, Medium Truck	\$ 10.40
31363 Truckdriver, Heavy Truck	\$ 11.01
36364 Truckdriver, Tractor-Trailer	\$ 11.01

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 16.86
99020 Animal Caretaker	\$ 9.71
99030 Cashier	\$ 6.38
99040 Child Care Center Clerk	\$ 9.75
99050 Desk Clerk	\$ 7.83
99260 Instructor	\$ 13.26
99300 Lifeguard	\$ 6.97
99350 Park Attendant (Aide)	\$ 8.75

99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 6.97
99500 Recreation Specialist	\$ 13.31
99510 Recycling Worker	\$ 10.40
99610 Sales Clerk	\$ 6.97
99630 Sports Official	\$ 6.97
99658 Survey Party Chief	\$ 11.06
99659 Surveying Technician	\$ 8.75
99660 Surveying Aide	\$ 6.38
99690 Swimming Pool Operator	\$ 12.43
99720 Vending Machine Attendant	\$ 10.40
99730 Vending Machine Repairer	\$ 12.43
99740 Vending Machine Repairer Helper	\$ 10.40

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years; 4 weeks after 15 years; 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

commencement date of the contract. {See Section 4.6 (C) (vi)}
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Past Performance Questionnaire

Please use the following numerical and adjective ratings and definitions to complete this past performance questionnaire.

5. EXCELLENT

The contractor's performance was superior and there would be no hesitation to do business with the contractor again. The contractor's performance represents the best that could be expected from any contractor.

4. GOOD

The contractor's performance was better than average and there would be a willingness to do business with the contractor again. The contractor cannot be considered excellent but is above the average expected from any qualified contractor.

3. FAIR

The contractor's performance was average, that which would be expected from a qualified source. Although there is a possibility of doing business with this contractor again, time might be spent looking for a better source.

2. POOR

The contractor's performance was below average and there are serious doubts about ever doing business with the contractor again. There are many significant complaints about the contractor's performance and the contractor would have to demonstrate how they have improved their organization and processes before doing business with this contractor again.

1. UNSATISFACTORY

The contractor's performance was not acceptable and there are no possibilities of ever doing business with this contractor again. There were numerous complaints about the contractor's performance and, overall, the contractor's performance was not acceptable.

QUALITY OF SERVICE

1. To what extent did the contractor comply with contract requirements?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

2. To what extent did the contractor's performance conform to standards of good workmanship?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

3. To what extent were the contractor's reports and documentation accurate and complete?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

4. To what extent was the contractor able to solve contract performance problems without extensive guidance?
- ☐ Excellent
 - ☐ Good
 - ☐ Fair
 - ☐ Poor
 - ☐ Unsatisfactory

Comments:

5. To what extent did the contractor display initiative in meeting requirements?
- ☐ Excellent
 - ☐ Good
 - ☐ Fair
 - ☐ Poor
 - ☐ Unsatisfactory

Comments:

6. To what extent did the contractor provide adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve problems?
- ☐ Excellent
 - ☐ Good
 - ☐ Fair
 - ☐ Poor
 - ☐ Unsatisfactory

Comments:

7. To what extent did the contractor respond positively and promptly to technical directions and contract change orders?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

8. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate and appropriate?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

TIMELINESS OF PERFORMANCE

9. To what extent did the contractor adhere to contract schedules?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

10. To what extent was the contractor responsive to technical direction?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments

11. To what extent did the contractor submit required reports and documentation in a timely manner?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

12. To what extent did the contractor submit change orders and other required proposals in a timely manner?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

13. To what extent did the contractor provide timely technical assistance, both on-site and off-site, when responding to problems encountered in the field?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

COST CONTROL

14. To what extent did the contractor operate at or below budget?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

15. To what extent did the contractor provide reasonably priced change proposals?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

16. To what extent did the contractor provide current, accurate, and complete billings?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

17. To what extent was the negotiated costs similar to actual costs at the completion of the work effort?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

BUSINESS PRACTICES

18. To what extent did the contractor work well with the Contracting Officer/Administrator and technical representative?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

19. To what extent did the contactor interface well with the Government's/company's staff?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

20. To what extent was the contractor's effectiveness of management performed well?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

21. To what extent was the contractor's businesslike correspondence presented in a professional manner?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

22. To what extent was the responsiveness to contract requirements performed?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

23. To what extent did the contactor give prompt notification of problems?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

24. To what extent did the contractor display reasonableness/cooperation and flexibility?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

25. To what extent was the contractor pro-active and provide effective contractor recommended solutions?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

CUSTOMER SATISFACTION

26. To what extent did the contractor interface well with the ultimate end user of the service?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

27. To what extent was the degree of end user questions resolved in a timely and satisfactory manner?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

28. To what extent was the overall satisfaction of the end users?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

29. To what extent would the end users recommendation of an award to the prospective contactor be?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ Unsatisfactory

Comments:

Sample Client Authorization Letter

Dear "Client:"

We are currently responding to the Department of Navy's RFP N00164-97-R-0103 for the procurement of electronic engineering services. They are placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to : _____.

Sincerely,